

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • AUGUST 25, 2015

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John F. Capers

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Elizabeth Albert

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- A. Roll Call
- B. Invocation
- C. Pledge of Allegiance to the Flag

2. PRESENTATION

- 1. Presentation - Holly Hill K-8 Introductions of New School Principal and Asst. Principals
(Requested by Valerie Manning, City Clerk)

3. PUBLIC PARTICIPATION

Pursuant to Florida Law, the public has a right to be heard on all propositions, except when the City Commission is acting on ministerial or emergency matters, or conducting a meeting exempt from Section 286.011, Florida Statutes. Public comment time on propositions shall be five (5) minutes. The public will be provided the opportunity to be heard on non-agenda matters at the end of the meeting only if the 45 minute allotted time at the beginning of the meeting has come to a close. Proper decorum will be observed.

4. APPROVAL OF MINUTES

- 1. Minutes - August 11, 2015 - Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 5)

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

- 1. Resolution 1200 Center Avenue Landscape Maintenance
(Requested by Jacki Maswary, Public Works)
- 2. Resolution Contract Award for Landscape Maintenance - the Market
(Requested by Jacki Maswary, Public Works)
- 3. Inventory Surplus - Equipment
(Requested by Mark Juliano, Public Works)
- 4. Resolution Volusia County Local Mitigation Strategy
(Requested by Mark Juliano, Public Works)
- 5. Utility Bill Printing and Mailing Contractual Services with Municode Advantage
(Requested by Catherine Colwell, Finance)

6. REGULAR AGENDA

1. Resolution Sale of 621 - 627 Ridgewood Avenue through Negotiated Sale
(Requested by Lynn Dehlinger, Economic Development)

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. 814 8Th Street Condemnation
(Requested by Larry Hites, Building and Zoning)

8. PUBLIC PARTICIPATION

Pursuant to Florida Law, the public has a right to be heard on all propositions, except when the City Commission is acting on ministerial or emergency matters, or conducting a meeting exempt from Section 286.011, Florida Statutes. Public comment time on propositions shall be five (5) minutes. The public will be provided the opportunity to be heard on non-agenda matters at the end of the meeting only if the 45 minute allotted time at the beginning of the meeting has come to a close. Proper decorum will be observed.

9. COMMUNICATIONS

- a. City Manager & Staff Reports
 1. Payroll & Holiday Calendar FY 2015 - 2016
(Requested by Diane Cole, Human Resources)
- b. City Attorney
- c. Mayor's Report
- d. District Commissioners Reports

10. ADJOURNMENT

11. AUDIT COMMITTEE WORKSHOP

1. Audit Committee - Audit Services RFP Review
(Requested by Kurt Swartzlander, Finance)

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

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



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



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

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



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

**City Commission
Agenda Item**

MEETING DATE: August 25, 2015
FROM: Valerie Manning
SUBJECT: Presentation - Holly Hill K-8 Introductions of New School Principal
and Asst. Principals
NUMBER: (ID # 1145)
APPLICANT:
PLANNER: Elizabeth Albert

DISCUSSION:

Introduction of new Holly Hill K-8 School Principal and Asst. Principals:

Principal Richard "R.T" Myers

Asst. Principal Brenda Barkley

Asst. Principal Steffan Mallory

Asst. Principal Jeffrey Levine

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

N/A

COMMISSION GOAL:

N/A

MOTION:

Agenda Item (ID # 1145)

Meeting of August 25, 2015

N/A



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

**City Commission
Agenda Item**

MEETING DATE: August 25, 2015
FROM: Valerie Manning
SUBJECT: Minutes - August 11, 2015 - Regular City Commission Meeting
NUMBER: (ID # 1153)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the Regular City Commission meeting, August 11, 2015.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the minutes from August 11, 2015.

COMMISSION GOAL:

N/A

MOTION:

AS DETERMINED BY THE CITY COMMISSION

- Minutes - August 11, 2015 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED MINUTES • AUGUST 11, 2015

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

A. Roll Call

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John F. Capers	District 3 - Commissioner	Present	
Elizabeth Albert	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

B. Invocation

Youth Pastor Chris Custard from Flomich Baptist Church, Holly Hill.

C. Pledge of Allegiance to the Flag

2. PUBLIC PARTICIPATION

The following individuals spoke to the Mayor and City Commissioners: Pastor Johnny Pruitt, Flomich Baptist Church, Holly Hill, COHH Police Chief Aldrich; and Jim Legary, 342 Burleigh Avenue, Holly Hill.

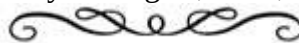
3. APPROVAL OF MINUTES

1.

Minutes - July 28, 2015 Regular City Commission Meeting and Budget Workshop
 (Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 11th day of August, 2015, in Holly Hill



4. CONSENT AGENDA - ITEMS (1 - 3)

Mayor Penny opened public participation. No one spoke.

1. Resolution

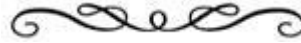
FDOT Traffic Signal Maintenance and Compensation Agreement

(Requested by Jacki Maswary, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 11th day of August, 2015, in Holly Hill



2. Resolution

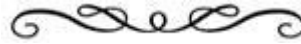
Interlocal Agreement for Municipal Fleet Fueling Services with County of Volusia

(Requested by Jacki Maswary, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 11th day of August, 2015, in Holly Hill



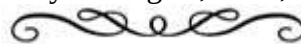
3.

Team Volusia - Economic Development Agreement

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 11th day of August, 2015, in Holly Hill



5. REGULAR AGENDA

None

6. PUBLIC HEARINGS

1.

1310 Center Street Condemnation and Demolition

(Requested by Larry Hites, Building and Zoning)

Larry Hites, Building Official discussed the staff report. Staff is requesting that the house be condemned and torn down and cleaned up.

Commissioner Albert made a motion that the property is found to be a public nuisance, any interested party shall have until August 26, 2015 to bring the property up into compliance, if not, staff shall be authorized to move forward with demolition, seconded by Commissioner Currie.

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 11th day of August, 2015, in Holly Hill



2.

1125 : 814 8th Street Condemnation

(Requested by Larry Hites, Building and Zoning)

Larry Hites, Building Official discussed the staff report. Mr. Hites informed the Mayor and Commissioners that he was called out to this property as a code-case and this is different than the last condemnation and demolition item they just approved. The tenant that was there made a complaint that the roof was leaking. Mr. Hites stated he went out to the property with the Code Enforcement Officer and went into the home and noticed that several parts of the roof had actually fallen through. The water that was coming into the home began to deteriorate the flooring. The floor was sagging in different areas. Mr. Hites stated the other concern he has with this is all the water that has been leaking through the roof and coming into the house, there are electrical wires that were live. They are going to be damaged. Those wires that are in there are not designed to take any kind of moisture. Mr. Hites stated the owners have been notified and asking them to come in and see him if they were interested in pulling permits and start doing what is necessary. They have come in and he has spoken to them and explained what they needed to do and he has no problem with working with the owners in trying to rebuild the home. Mr. Hites

informed the Mayor and Commissioners that he believes this home is economically repairable. He explained to the owners that he wanted something in writing from the engineer and architect stating that the foundation over the floor beams were okay. The rest of it is relatively simple to repair.

Mayor Penny asked Mr. Hites what would be a reasonable time frame be to bring this property into compliance.

Mr. Hites stated compliance to him would be to come in and get a building permit and get started. He can't say exactly without an assessment on the home how long its going to take or what they're going to need to do or how much its going to cost. If they were to come in and get a permit and get started, he could see them finishing by the end of the year, easily.

Mayor Penny stated he would be in favor of putting a time frame for compliance.

Attorney Simpson stated the order would be to resolve the public nuisance within a certain period of time, not get a certificate of occupancy.

Commissioner Currie stated her concern is...and she doesn't recall exactly how long this house has been in this condition but she does know its been quite some time now. There have been numerous people living in the home off and on. She doesn't know if anyone is living there now, she's not sure. She hasn't seen anybody there lately. She sees this house all the time, it happens to be at the end of her street so she sees it daily. There have been people allowed to live there under these conditions and that's a problem. Obviously, it has not been safe and that concerns her. Something needs to be done about that.

Attorney Simpson stated the direction should be that the owners be given a certain amount of time to come in and get the permit and start working on it.

Michael Hathaway, owner of 814 8th Sreet and his business partner, Larry Sturgis spoke to the Mayor and Commissioners. Mr. Sturgis stated the tenants that were in there, are gone. Multiple steps have already been taken at the home with the plumbing, it is up to spec. The had Cunningham come in and do the water heater, the air conditioning has been fixed for electrical situations. Right now they have around the clock restoration coming in to use the hydro meter for the wood to see what's damaged and what's not. Mr. Sturgis discussed the pictures that were shown to the Mayor and Commissioners at this time. Mr. Sturgis stated this home is instantly going to be repaired. Budget wise, it is going to be a while. It isn't going to be a month that they can do it but it already has been jumped on. The grass has been mowed, there's no fire hazard.

Mayor Penny stated Mr. Hites, since this is a rental property, do the permits have to be pulled by a licensed contractor or can the homeowner pull them?

Mr. Hites stated a license contractor if they are going to rent it.

Mayor Penny asked Mr. Sturgis what is a realistic time frame, when should the neighborhood expect not to see that blue tarp on the roof anymore?

Mr. Hathaway stated as far as he knows, he has three to five leaks. As soon as they can get somebody out there to asset it. They are going to have to take some rotten wood out, he knows some of the beams need to be replaced, the drywall and the insulation in all those areas. He would hope to get the roof fixed within four to five weeks.

Attorney Simpson asked Mr. Hathaway what is the time frame, can he have a licensed contractor give them an opinion.

Mr. Sturgis stated all of his contractors he is trying to get for the floor alone are backed up. Their roofers, if the City can give them at least two weeks to get a roofer out there to give us some kind of an idea as to whether or not the whole roof needs to be replaced or patched.

Mr. Forte stated he would suggest that within a two week period of time the owners can get a roofing estimate, an estimate for any other structural components need to be repaired like some of the windows and at least start there. If they come back and they say its going to cost \$10,000 to replace the roof and they can't afford it then he doesn't see the structure being repaired and then the Commission can make a decision at that time.

Attorney Simpson the motion would be to continue this item to the August 25, 2015 City Commission meeting with the instructions to the property owners that they are to provide all estimates to make the necessary repairs at that time to eliminate the public nuisance. The estimates needed is for the roof, electrical, and flooring. Commissioner Albert made the motion as stated above, seconded by Commissioner Currie. Passed, 5-0.

Mayor Penny opened public participation. No one spoke.

RESULT:	TABLED	Next: 8/25/2015 7:00 PM
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3.

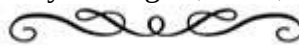
Ordinance 2964 - Restaurant Special Exception Operating Hours

(Requested by Thomas Harowski, Planning)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 11th day of August, 2015, in Holly Hill



7. PUBLIC PARTICIPATION

None

8. COMMUNICATIONS

a. City Manager & Staff Reports

Mr. Forte

1. -DOC-2015-36

Audit Committee Selection

(Requested by Joseph Forte, City Manager)

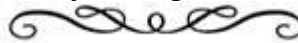
Mr. Forte stated he wanted to discuss with them the creation of the Audit Committee. The City is due to put out their audit out on the street for bid. Typically, in most agencies, the Commission will serve as the Audit Committee and staff is recommending that the City does the same. What would happen is, if you appoint yourselves as the audit committee, the Audit Committee will review an Request for Qualifications (RFQ) that staff will put together and solicit any recommendations or changes, put that out on the street and then the City would receive bids back. Staff would review the submittal's and provide information to the Commission as the Audit Committee where you would individually go through and review the audit information, rank them and then meet in a public meeting to go through your selection and then make a recommendation based on that.

Commissioner Albert made the motion that the Commission serve as the Audit Committee, seconded by Commissioner Capers.

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Elizabeth Albert, District 4 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 11th day of August, 2015, in Holly Hill



b. City Attorney

None

c. Mayor's Report

Mayor Penny reported that the City received a grant in the amount of \$750 by the League of Mayors and those funds will be used for the City's bookcases for the City's public lending library at the YMCA in the hallway. Mayor Penny welcomed Mark Juliano for coming back to the City as the Public Works Director.

d. District Commissioners Reports

Commissioner Capers great event for the National Night Out event, went real well.

Commissioner Currie great job to Chief Aldrich and all those involved, great event, a lot of people came out, the Police Explorers looked very professional; welcomed back Mr. Juliano and looking forward to the FLC Annual Conference this week.

Commissioner Byrnes welcomed back Mr. Juliano; great sidewalk sale from one of the City's local merchants, National Night Out was a great event.

Commissioner Albert enjoyed National Night Out, great event; Thursday, August 13, from 6:00 to 8:00 pm the media center will be open to meet the new Principal.

Mayor Penny asked about music in the park. Mr. Forte informed them it's still going on, its the weather that has cancelled the last two times.

9. ADJOURNMENT

The meeting adjourned at approximately 8:00 PM.



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

**City Commission
Resolution**

MEETING DATE: August 25, 2015
FROM: Jacki Maswary
SUBJECT: 1200 Center Avenue Landscape Maintenance
NUMBER: (ID # 1134)
APPLICANT:
PLANNER:

DISCUSSION:

On June 30, 2015 the City received bid for the contract “Landscape Maintenance - 1200 Center Avenue.” Pending award, the contract is anticipated to begin September 1, 2015 with an initial term of 13 months, with the option for two, one year renewals. Four bids were received, and the low bid is ABC Express Lawn Service, LLC. The bid amount is \$17,595 annually.

FISCAL ANALYSIS:

This is fully budgeted in FY 14/15 and a proposed expenditure in FY 15/16.

STAFF RECOMMENDATION:

Award the contract to ABC Express Lawn Service LLC and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2015-R-38, AWARDING THE CONTRACT “1200 CENTER AVENUE LANDSCAPE MAINTENANCE” TO ABC EXPRESS LAWN CARE LLC AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- 1200 Center Avenue Landscape Maintenance Bids (PDF)
- 1200 Center Ave Landscape Maintenance Conformed Contract (PDF)

Resolution No. (ID # 1134)**1200 CENTER AVENUE LANDSCAPE MAINTENANCE****RESOLUTION 2015-R-38**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED THE CONTRACT “1200 CENTER AVENUE LANDSCAPE MAINTENANCE” TO ABC EXPRESS LAWN CARE LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has received bids for the contract “1200 Center Avenue Landscape Maintenance”; and

WHEREAS, ABC Express Lawn Care LLC is the low bidder.

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

SECTION 1. That the City Commission awards the contract “1200 Center Avenue Landscape Maintenance” to ABC Express Lawn Care LLC.

SECTION 2. That the City Commission authorizes the City Manager to execute the contract with ABC Express Lawn Care LLS titled “1200 Center Avenue Landscape Maintenance”.

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

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

APPROVED AND AUTHENTICATED this 25th day of AUGUST, 2015.



1200 Center Avenue Landscape Maintenance

CONTRACT SUM

PROJECT: 1200 CENTER AVENUE LANDSCAPE MAINTENANCE

Name of Bidder: ABC Express Lawn Care LLC
Mailing Address: 495 North Pine Meadow Drive
Street Address: 495 North Pine Meadow Drive
CITY/State/Zip: De Bary Florida 32713
Phone Number: (386) 216-3998
FAX Number: (386) 753-1983

ALL PRICES F.O.B. HOLLY HILL

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. N/A through N/A, on file at the City Clerk's Office for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents; that he/she will furnish the required Insurance Certificates.

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Mowing	33	EA	\$ 515.00	\$ 16,995.00
2.	Shrub Pruning	12	EA	\$ 50.00	\$ 600.00
	TOTAL BID:			\$ 565.00	\$ 17,595.00

Please provide basis of cost:

Item No.	Description	Qty.	Unit	Unit Cost
1.2	Mowing - Per Acre	1	EA	\$ 25.00 per acre

** Bid shall be awarded based on the estimated quantities per calendar year ("Total Bid"). Addition or subtraction of services based on actual work performed shall be accomplished through the established unit prices included on this bid sheet. See General Conditions and Measure and Payment sections for further details. **



1200 Center Avenue Landscape Maintenance

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 29th day of June, 2015.

ABC Express Lawn Care LLC
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

David Doyle
(Printed name of person signing FORM)

President-owner
(Title of person signing FORM)

Sworn to and subscribed before me
This 29th day of June

2015. [Signature]
Signature of Notary (& Stamp)

Notary Public, State of
Florida

Personally Known X or
Produced Identification _____

(type of identification)



Attachment: 1200 Center Avenue Landscape Maintenance Bids (1134 : 1200 Center Avenue Landscape Maintenance)



1200 Center Avenue Landscape Maintenance

CONTRACT SUM

PROJECT: 1200 CENTER AVENUE LANDSCAPE MAINTENANCE

Name of Bidder: Servello & Son Inc
 Mailing Address: 261 Springview Commerce Dr Debary FL 32713
 Street Address: 261 Springview Commerce Dr
 CITY/State/Zip: Debary FL 32713
 Phone Number: (386) 753-1100
 FAX Number: (386) 753-1106

ALL PRICES F.O.B. HOLLY HILL

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. N/A through N/A, on file at the City Clerk's Office for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents; that he/she will furnish the required Insurance Certificates.

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Mowing	33	EA	\$ 697.84	\$ 23,028.75
2.	Shrub Pruning	12	EA	\$ 57.50	\$ 690.00
	TOTAL BID:				\$ 23,718.75

Please provide basis of cost:

Item No.	Description	Qty.	Unit	Unit Cost
1.2	Mowing - Per Acre	1	EA	\$ 921.15

** Bid shall be awarded based on the estimated quantities per calendar year ("Total Bid"). Addition or subtraction of services based on actual work performed shall be accomplished through the established unit prices included on this bid sheet. See General Conditions and Measure and Payment sections for further details. **



1200 Center Avenue Landscape Maintenance

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 29 day of June, 2015.

Servello & Son Inc
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Johann Fiallo
(Printed name of person signing FORM)

Business Developer/Estimator
(Title of person signing FORM)

Sworn to and subscribed before me
This 29 day of June

2015.
[Signature]
Signature of Notary (& Stamp)

Notary Public, State of Florida
Personally Known X or
Produced Identification _____

(type of identification)



Attachment: 1200 Center Avenue Landscape Maintenance Bids (1134 : 1200 Center Avenue Landscape Maintenance)



1200 Center Avenue Landscape Maintenance

CONTRACT SUM

PROJECT: 1200 CENTER AVENUE LANDSCAPE MAINTENANCE

Name of Bidder: TUFF TURF, INC.
 Mailing Address: 511 CR 415
 Street Address: SAME
 CITY/State/Zip: NEW Smyrna Beach, FL 32168
 Phone Number: (386) 760-4130
 FAX Number: (386) 760-3863

ALL PRICES F.O.B. HOLLY HILL

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. N/A through _____, on file at the City Clerk's Office for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents; that he/she will furnish the required Insurance Certificates.

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Mowing	33	EA	\$ 700. ⁰⁰	\$ 23,100. ⁰⁰
2.	Shrub Pruning	12	EA	\$ 100. ⁰⁰	\$ 1,200. ⁰⁰
TOTAL BID:					\$ 24,300.⁰⁰

Please provide basis of cost:

Item No.	Description	Qty.	Unit	Unit Cost
1.2	Mowing - Per Acre	1	EA	\$ 125. ⁰⁰ (per acre, open field)

** Bid shall be awarded based on the estimated quantities per calendar year ("Total Bid"). Addition or subtraction of services based on actual work performed shall be accomplished through the established unit prices included on this bid sheet. See General Conditions and Measure and Payment sections for further details. **



1200 Center Avenue Landscape Maintenance

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 30th day of June, 2015.

TUFF TUFF INC
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

JOAN CHENEY
(Printed name of person signing FORM)

VP
(Title of person signing FORM)

Sworn to and subscribed before me

This 30th day of June

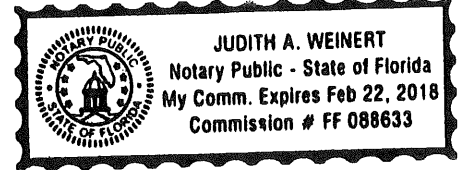
2015 [Signature]
Signature of Notary (& Stamp)

Notary Public, State of

Personally Known X or

Produced Identification _____

(type of identification)





1200 Center Avenue Landscape Maintenance

CONTRACT SUM

PROJECT: 1200 CENTER AVENUE LANDSCAPE MAINTENANCE

Name of Bidder: Ashlie Environmental

Mailing Address: 413 Oak PI 3T

Street Address: (Same)

CITY/State/Zip: Port Orange FL 32127

Phone Number: (386) 523-6890

FAX Number: (386) 310-8647

ALL PRICES F.O.B. HOLLY HILL

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. _____ through _____, on file at the City Clerk's Office for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents; that he/she will furnish the required Insurance Certificates.

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Mowing	33	EA	\$ 1300.00	\$ 42900 .00
2.	Shrub Pruning	12	EA	\$ 300.00	\$ 3600.00
	TOTAL BID:				\$ 46500.00

Please provide basis of cost:

Item No.	Description	Qty.	Unit	Unit Cost
1.2	Mowing - Per Acre	1	EA	\$ 24.00

** Bid shall be awarded based on the estimated quantities per calendar year ("Total Bid"). Addition or subtraction of services based on actual work performed shall be accomplished through the established unit prices included on this bid sheet. See General Conditions and Measure and Payment sections for further details. **



1200 Center Avenue Landscape Maintenance

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 30 day of June, 2015.

Ashlie Environmental
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Jon Schoenwetter
(Printed name of person signing FORM)

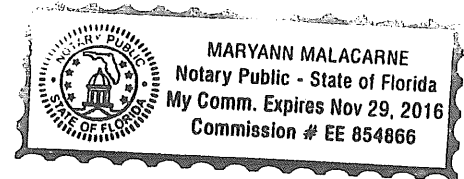
President
(Title of person signing FORM)

Sworn to and subscribed before me
This 30 day of June

2015. Maryann Malacarne
Signature of Notary (& Stamp)

Notary Public, State of FL
Personally Known ✓ or
Produced Identification _____

(type of identification)



Attachment: 1200 Center Avenue Landscape Maintenance Bids (1134 : 1200 Center Avenue Landscape Maintenance)

CITY OF HOLLY HILL, FLORIDA

1200 CENTER AVENUE LANDSCAPE MAINTENANCE



Conformed Contract

PREPARED:

July 2015

**CITY OF HOLLY HILL, FLORIDA
CONTRACT WITH
ABC EXPRESS LAWN CARE, LLC
For 1200 Center Avenue Landscape Maintenance**

THIS Contract made and entered into the ____ day of _____, 20__ by and between the CITY OF HOLLY HILL, FLORIDA, whose address is 1065 Ridgewood Ave., Holly Hill, Florida 32117, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and **ABC EXPRESS LAWN CARE, LLC**, hereinafter referred to as to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the scope of work (see exhibit A); and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide construction services as subsequently specifically set out in Work Orders to be issued under this Agreement; and

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

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

WHEREAS, all CITY promulgated bid documents pertaining to this project and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor and construction/services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

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

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing construction/services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other service providers to provide the same construction/services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other service providers for CITY projects. The CITY reserves the right to select which construction/services provider shall provide construction/services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between construction/services providers.

(d) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(e) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(f) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order (See Exhibit B). The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.

(g) When the term "law" is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(h) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all construction/services performed under this Agreement.

(i) Persons employed by the CONTRACTOR in the provision and performance of the construction/services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(j) No claim for construction/services furnished by the CONTRACTOR not specifically provided for herein or in a Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF CONSTRUCTION/SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide construction/services included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the construction/services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the construction/services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: WORK ORDERS.

(a) The provision of construction/services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Work Order issued on a form provided by the CITY hereunder commencing the provision of construction/services. Additional construction/services to be performed by the CONTRACTOR to the CITY shall be authorized in written Work Orders issued by the CITY on a form provided by the CITY. Work Orders executed by the CITY shall include a detailed description of construction/services and a completion schedule. The CONTRACTOR shall review Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted.

(b) If the construction/services required to be performed are clearly defined, the Work Order shall be issued on a "LUMP SUM" or "UNIT PRICE" basis.

(1) "LUMP SUM": The CONTRACTOR shall perform all construction/services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated LUMP SUM amount stated therein. For Work Orders issued on a "Lump Sum", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Lump Sum amount equal to a percentage of the total construction/services actually completed.

(2) "UNIT PRICE": The CONTRACTOR shall perform all construction/services required by the Work Order based upon the unit price submitted in the CONTRACTOR'S bid. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed. In no event, shall the invoice amount exceed a percentage of the Line Item amount equal to a percentage of the total work actually completed. Add/ deduct changes shall be calculated based upon the unit price submitted.

(c) If the construction/services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and may contain a Not-to-Exceed amount. If a

Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Not-to-Exceed amount. For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total construction/services actually completed.

(d) Each Work Order issued on a "Lump Sum" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order, but, if not prescribed, shall be ten percent (10%). If the CITY determines that work is substantially complete and the amount retained is considered to be in excess of the cost to complete the contract or the amount of unpaid subcontractors, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(e) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any construction/construction/services rendered, the cost of the construction/construction/services, the name and address of the CONTRACTOR, Work Order Number, Purchase Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF CONSTRUCTION /SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the construction/services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the construction/services described in this Agreement and to be identified Work Orders and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the construction/services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of construction/services set forth in any particular Work Order.

(b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order (Exhibit C). Each Change Order shall include a schedule of completion for the construction/services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the construction/services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

(c) An Agreement between the parties on an execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule. Work to be completed as part of a Change Order is authorized only once the Change Order has been fully executed by the CITY and CONTRACTOR.

(d) In the event of inclement weather, requests for "rain days" must be submitted by the CONTRACTOR to the CITY in writing in the form of a change order request within 48 hours of the event. Failure to submit request within 48 hours will nullify consideration of the request.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all construction/services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee social security numbers, addresses and driver licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the construction/services. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other construction/services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other construction/services of whatever type or nature. The CONTRACTOR's

submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the construction/services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the construction/services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all construction/services provided by the CONTRACTOR under the terms of this Agreement and each and every Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR or the CITY as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of construction/services under Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's construction/services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the construction/services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all construction/services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the construction/services provided and performed under this Agreement, timing of the CONTRACTOR's provision of construction/services, or a defect or change necessary in the construction/services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it

may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

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

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the construction/services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the construction/services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's construction/services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Work Order which assigns construction/services to be accomplished by the CONTRACTOR.

(b) The CONTRACT shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment in accordance with the *Florida Prompt Payment Act*.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) calendar days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, purchase order number, and billing period.

(e) CONTRACTOR's final invoice shall be clearly marked as "final" and shall include final release of lien from each of the CONTRACTOR's subcontractors and suppliers.

(f) The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed construction/services referenced in an invoice.

(g) Invoices are to be forwarded directly to:

**Steve Juengst
Facilities Supervisor
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117**

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of construction/services as described in this Agreement upon issuance of the Notice to Proceed. Notice to Proceed will be issued after the following conditions have been met: execution of this Agreement, issuance of a Purchase Order, execution of a Work Order issued by the CITY. The date of commencement indicated in the Notice to Proceed shall serve as the date of commencement for this project and shall serve as the start date for any liquidated damages.

(b) Liquidated damages for this project shall be \$1,000 (one thousand dollars) for each day the project continues past the completion date indicated in the Notice to Proceed or the amended completion date through a Change Order.

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

SECTION 11: TERM/LENGTH OF AGREEMENT.

The initial term of this contract shall be for thirteen (13) months, commencing in September 2015, with the City's option to renew for two (2) additional one (1) year terms, based on performance. Working days will be permitted as Monday through Friday. Working hours are permitted as detailed in Holly Hill Code of Ordinances, Part II Code of Ordinances, Chapter 26 Environment, Article II Noise, Section 26-35.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

**Steve Juengst, Facilities Supervisor
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117**

(d) The CONTRACTOR's designated representative is:

**David Doyle, President-Owner
ABC Express Lawn Care LLC
495 North Pine Meadow Drive
DeBary, Florida 32713**

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Work Order for cause at any time or this Agreement or any Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the construction/services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.

(c) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Work Order in progress under this Agreement.

(d) In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement. In the event of such cause, the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest.

(b) The CITY shall have the right to terminate this Agreement without cause with a thirty (30) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.

(c) In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(d) This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be not terminated.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the construction/services provided by the CONTRACTOR to the date of termination and any additional construction/services shall be paid to the CONTRACTOR.

SECTION 17: ACTION FOLLOWING TERMINATION.

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

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's construction/services under any Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's construction/services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR according to the *Florida Prompt Payment Act* all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of construction/services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the construction/services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

- (c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of construction/services hereunder are to be resumed, the CONTRACTOR shall continue to provide the construction/services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

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

SECTION 20: INDEMNITY AND INSURANCE.

(a) To the fullest extent permitted by law, the CONTRACTOR shall indemnify, hold harmless and defend the CITY, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys fees and other legal costs such as those for paralegal, investigative, and legal support construction/services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of construction/services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of the CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors. Additionally, the CONTRACTOR accepts responsibility for all damages resulting in any way related to the CONTRACTOR'S performance of work.

(b) In accordance with Section 725.06, *Florida Statutes*, adequate consideration has been provided to the CONTRACTOR for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.

(c) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, *Florida Statutes*.

(d) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the

CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

- (e) The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Agreement; provided, however, that the CONTRACTOR must also comply with the provisions of this Agreement relating to insurance coverages.
- (f) The CONTRACTOR shall submit a report to the CITY within twenty-four (24) hours of the date he becomes aware of any incident resulting in damage or which is reasonably likely to result in a claim of damage.

SECTION 21: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$1,000,000 for Employer's Liability.

(2) Comprehensive General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury. The limits will not be less than \$1,000,000 Combined Single Limit (CDL) or its equivalent.

(3) Comprehensive Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

(b) All insurance other than Workers Compensation to be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement from the CITY. These Certificates of Insurance shall become part of this Agreement as Exhibit "D". Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including the CONTRACTOR's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, *Florida Statutes*, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR

has replaced the unacceptable insurer with insurance acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Agreement.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the CITY by submission of a new Certificate of Insurance.

(e) The CONTRACTOR shall furnish Certificate of Insurance directly to the CITY's designated representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by this Agreement.

(f) The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONTRACTOR. There are no third party beneficiaries to this Agreement.

(g) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 22: STANDARDS OF CONDUCT.

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

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(g) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act (INA)*. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the construction/services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all construction/services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits city permits and no expense, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing of it who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or construction/services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 23: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of construction/services under this Agreement. This includes the responsibility to record the Notice of Commencement and all bonds with the County Clerk of Court. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance construction/services under this Agreement and date of final payment for said construction/services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which construction/services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any construction/services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the City of Holly Hill, Florida, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to construction/services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) 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.

SECTION 24: CODES AND DESIGN STANDARDS.

(a) All construction/services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the construction/services to be performed under this Agreement.

SECTION 25: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement resulting from the sale or merger of the CONTRACTOR resulting in a change in the majority ownership without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 26: SUBCONTRACTORS.

(a) Any CONTRACTOR's proposed subcontractors shall be submitted to the CITY and shall be shown as part of this contract Exhibit "E" prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications. Any alteration to the subcontractor list provided as Exhibit "E" shall be presented to the City in writing in the form of a Change Order and approved prior to the CONTRACTOR entering into a subcontract.

(b) Substitution or addition of any Subcontractor without an approved Change Order may result in the CONTRACT being voidable at the CITY'S discretion. Subcontractors are not authorized to have subcontractor agreements without an approved Change Order.

(c) The CONTRACTOR shall coordinate the provision of construction/services and work product of any CITY approved subcontractors, and remain fully responsible for such construction/services and work under the terms of this Agreement.

(d) Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of the CONTRACTOR's duties

commensurately with the CONTRACTOR's duties to the CITY under this Agreement, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Agreement. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

(e) The CONTRACTOR and subcontractors shall reasonably cooperate at all times with the CITY and other CITY contractors and professionals.

SECTION 27: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 28: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 29: EXTENT OF AGREEMENT/INTERGRATION/AMENDMENT.

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 30: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

Joe Forte
City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

For the CONTRACTOR:

David Doyle, President-Owner
ABC Express Lawn Care LLC
495 North Pine Meadow Drive
DeBary, Florida 32713

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 31: WAIVER.

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

SECTION 32: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem*

taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 33: EXHIBITS AND ATTACHMENTS.

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

SECTION 34: CAPTIONS.

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

SECTION 35: SEVERABILITY/CONSTRUCTION.

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

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 36: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of

voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 37: COUNTERPARTS.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Commission taking action on the _____ day of _____, 20 and _____ the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

ABC EXPRESS LAWN CARE, LLC

By: _____

Witness for: ABC Express Lawn Care LLC

By: _____

David Doyle, Owner-President

Date: _____

ATTEST:

City of Holly Hill, Florida

By: _____

Valerie Manning, City Clerk

Joe Forte, City Manager

Date: _____

SCOPE OF WORK
Exhibit A

See Attached:

- General Conditions
- Measure and Payment

WORK ORDER FORM Exhibit B

CITY OF HOLLY HILL

WORK ORDER

FOR: Landscape Maintenance as described in General Conditions and Measure and Payment sections of the contract. Work Order 1 covers the time period from September 1, 2015 through September 30, 2015.

WORK ORDER NO.: 1 Purchase Order No. _____

PROJECT: 1200 Center Avenue Landscape Maintenance

CONTRACTOR: ABC EXPRESS LAWN CARE, LLC

Execution of the Work Order by the CITY shall serve as authorization for the CONTRACTOR to provide for the above project, construction/services as set out in the Scope of Work attached as Exhibit "A," to that certain Agreement dated _____, 20____ between the CITY and the CONTRACTOR and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

☒ [X] SPECIFICATIONS AS NOTED IN CONTRACT AND INCORPORATED BY REFERENCE

The CONTRACTOR shall provide said construction/services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon issuance of a Purchase Order and Notice to Proceed by the CITY.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

- ☐ [] LUMP SUM
☐ [] TIME BASIS METHOD WITH A NOT-TO- EXCEED AMOUNT

- ☐ TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT
☒ UNIT PRICE

(b) If the compensation is based on a "LUMP SUM," then the CONTRACTOR shall perform all construction/services required by this Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated LUMP SUM amount stated therein. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Lump Sum amount equal to the percentage of the total construction/services actually completed. In no event shall the CONTRACTOR be paid more than the LUMP SUM Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the CONTRACTOR shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The CONTRACTOR'S compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONTRACTOR is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$_____) without prior written approval of the CITY. Such approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CITY shall compensate the CONTRACTOR for the actual work performed under this Work Order.

(e) If the compensation is based on a "UNIT PRICE," then the CONTRACTOR shall perform all construction/services required by this Work Order based upon the unit price submitted in the CONTRACTOR'S bid. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; not more than once monthly.

(f) Payment to the CONTRACTOR shall be made by the CITY in strict accordance with the payment terms of the above-referenced Agreement. Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. 10% retainage shall be deducted from each submitted invoice to be paid to the CONTRACTOR as the final payment after lien waivers have been furnished.

(g) It is expressly understood by the CONTRACTOR that this Work Order, until executed by the CITY, does not authorize the performance of any construction/services by the CONTRACTOR and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONTRACTOR

to perform the construction/services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the respective dates under each signature: the CITY through its City Commission taking action on ____ day of _____, 20____, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

Corporate Secretary or Witness

Sharon Doyle

David Doyle, Owner-President

[Signature]

Date: _____

ATTEST:

CITY OF HOLLY HILL

Valerie Manning, City Clerk

Joe Forte
City Manager

Date: _____

WORK ORDER FORM

CITY OF HOLLY HILL

WORK ORDER

FOR: Landscape Maintenance as described in General Conditions and Measure and Payment sections of the contract. Work Order 2 covers the time period from October 1, 2015 through September 30, 2016.

WORK ORDER NO.: 2

Purchase Order No. _____

PROJECT: 1200 Center Avenue Landscape Maintenance**CONTRACTOR: ABC EXPRESS LAWN CARE, LLC**

Execution of the Work Order by the CITY shall serve as authorization for the CONTRACTOR to provide for the above project, construction/services as set out in the Scope of Work attached as Exhibit "A," to that certain Agreement dated _____, 20____ between the CITY and the CONTRACTOR and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[X] SPECIFICATIONS AS NOTED IN CONTRACT AND
INCORPORATED BY REFERENCE

The CONTRACTOR shall provide said construction/services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon issuance of a Purchase Order by the CITY.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

- [] LUMP SUM
[] TIME BASIS METHOD WITH A NOT-TO- EXCEED AMOUNT

- ☐ TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT
☒ UNIT PRICE

(b) If the compensation is based on a "LUMP SUM," then the CONTRACTOR shall perform all construction/services required by this Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated LUMP SUM amount stated therein. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Lump Sum amount equal to the percentage of the total construction/services actually completed. In no event shall the CONTRACTOR be paid more than the LUMP SUM Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the CONTRACTOR shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The CONTRACTOR'S compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONTRACTOR is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$_____) without prior written approval of the CITY. Such approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CITY shall compensate the CONTRACTOR for the actual work performed under this Work Order.

(e) If the compensation is based on a "UNIT PRICE," then the CONTRACTOR shall perform all construction/services required by this Work Order based upon the unit price submitted in the CONTRACTOR'S bid. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; not more than once monthly.

(f) Payment to the CONTRACTOR shall be made by the CITY in strict accordance with the payment terms of the above-referenced Agreement. Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. 10% retainage shall be deducted from each submitted invoice to be paid to the CONTRACTOR as the final payment after lien waivers have been furnished.

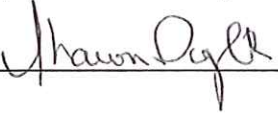
(g) It is expressly understood by the CONTRACTOR that this Work Order, until executed by the CITY, does not authorize the performance of any construction/services by the CONTRACTOR and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONTRACTOR

to perform the construction/services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the respective dates under each signature: the CITY through its City Commission taking action on ____ day of _____, 20__, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

Corporate Secretary or Witness



David Doyle, Owner-President



Date: _____

ATTEST:

CITY OF HOLLY HILL

Valerie Manning, City Clerk

Joe Forte
City Manager

Date: _____

CHANGE ORDER**Exhibit C**

CITY OF HOLLY HILL

CONTRACT CHANGE ORDER – 1200 Center Avenue Landscape Maintenance

CHANGE ORDER NO.: _____

DATE: _____ CONTRACTOR: ABC EXPRESS LAWN
CARE, LLC

OWNER: CITY OF HOLLY HILL

AGREEMENT DATE: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Original CONTRACT PRICE \$ _____

Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDER* \$ _____

Net (Increase) Resulting from this CHANGE ORDER \$ _____

The current CONTRACT PRICE including this CHANGE ORDER \$ _____

ORIGINAL CONTRACT TIME: _____ Date: _____

Current CONTRACT TIME adjusted by previous CHANGE ORDERS* Date: _____

Net (Increase) Resulting from this CHANGE ORDER Days: _____

Current CONTRACT TIME including this CHANGE ORDER _____ Date _____

CHANGES ORDERED:

1. for work at outlined on correspondence attached dated.
- 2.
- 3.

I. GENERAL

This Change Order is necessary to cover changes in the Work to be performed under this Contract. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all Work under this Change Order.

II. REQUIRED CHANGES

- 1.
- 2.
- 3.

III. JUSTIFICATION

- 1.
- 2.
- 3.

IV. PAYMENT

There will be no changes in the method of payment from the original contract.

V. NARRATIVE OF NEGOTIATIONS

Quotes received.

VI. APPROVAL AND CHANGE AUTHORIZATION

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided therein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in Contract Price and Time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications or performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the OWNER for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the OWNER arising from or relating to the matters or Work set forth or contemplated by this Change Order.

RECOMMENDED BY:

ACCEPTED BY:

Project Manager, City of Holly Hill

Name, Title:

Date: _____ Date: _____

Title: _____

.....
APPROVED BY: City of Holly Hill, Florida

By: _____ Date: _____
Joe Forte, City Manager

CERTIFICATES OF INSURANCE
Exhibit D

LIST OF SUBCONTRACTORS
Exhibit E



1200 Center Avenue Landscape Maintenance

ATTACHMENT K
LIST OF SUBCONTRACTORS

(IF NOT APPLICABLE, PLEASE STATE SO):

N/A


AUTHORIZED SIGNATUREABC Express Lawn Care LLC
COMPANY6-26-2015
DATE

PERFORMANCE BOND
Exhibit F

REQUEST FOR PROPOSALS

Exhibit G

INVITATION TO BID CITY OF HOLLY HILL, FLORIDA 1200 CENTER AVENUE LANDSCAPE MAINTENANCE

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for **1200 CENTER AVENUE LANDSCAPE MAINTENANCE**. Bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 2:00 PM on June 30, 2015** at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

The property is a gated facility, and therefore site visits for this project will be available *from 2:00 PM until 3:00 PM on June 17, 2015 and from 2:00 PM until 3:00 PM on June 19, 2015*. The site will be open to all interested bidders, 1200 Center Avenue, Holly Hill, FL 32117.

Description of Work: *This project consists of the landscape maintenance of approximately 25 acres of City owned property located at 1200 Center Avenue that requires mowing, edging, trimming, and shrub pruning.*

A disk with an electronic copy of the bid document may be obtained for the sum of \$10.00 from the City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, FL 32117 (check or money order only, payable to the City of Holly Hill). Any addenda to these documents will be issued via electronic mail. No refunds will be made. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to the Facilities Supervisor: City of Holly Hill, Attn: Steve Juengst, 1065 Ridgewood Avenue, Holly Hill, FL 32117, Email: sjuengst@hollyhillfl.org, questions will be accepted until 4:00 PM on June 23, 2015.

A certified check or bank draft, payable to the City of Holly Hill, Florida, or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid, shall be submitted with each bid. **NO** bid shall be withdrawn for a period of one hundred twenty (120) days subsequent to the bid opening without the consent of the City of Holly Hill, Florida.

Upon award, the successful bidder will be required to furnish and pay for a satisfactory Contract one hundred percent (100%) Performance Payment Bond which must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regards to mail being delivered by the specified time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Bids shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: **"1200 CENTER AVENUE LANDSCAPE MAINTENANCE"**.

**CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA**

s/
Joseph Forte
City Manager

BID BOND
Exhibit H

059560 / M 3445240

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

FIDELITY BANK
P.O. Box 105075
Atlanta, Georgia 30346

OFFICIAL CHECK

1000280245

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC., P.O. BOX 9476, MINNEAPOLIS, MN 55400
DRAWER: BOKF, N/A, EUPFULA, OK

DATE 6/30/2015

49-55/1031

PAY ***Eight Hundred Seventy-Nine and 75/100***

TO THE ORDER OF **CITY OF HOLLY HILL**

NAME OF REMITTER
ABC EXPRESS LAWN CARE LLC
ADDRESS
cc304

DRAWER: FIDELITY BANK

BY  AUTHORIZED SIGNATURE

MP

MP

MP

1000280245 10310055100160019919601

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND
CERTIFICATION**

(W-9 Form)

Exhibit I



1200 Center Avenue Landscape Maintenance

ATTACHMENT F
Request for Taxpayer Identification Number and Certification
 (W-9 Form)

W-9 Form (Rev. October 2007) 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.
Name (as shown on your income tax return) <u>David Doyle</u>		
Business name, if different from above <u>ABC Express Lawn Care LLC</u>		
Check appropriate box: ☐ Individual/sole proprietor ☐ Corporation ☐ Partnership ☒ Limited liability company. Enter the tax classification (Disregarded entity, S corporation, Partnership) <u>C...</u> ☐ Exempt payee ☐ Other (see instructions)		
Address (number, street, and apt. or suite no.) <u>445 W. Pine Meadow Drive</u> City, state, and ZIP code <u>Delray Flor. da 33413</u>		Requester's name and address (optional)
Unit account number(s) (see instructions)		
Part I Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is 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 <i>How to get a TIN</i> on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
Social security number 		or Employer identification number 51-2489050
Part II Certification		
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).		
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 1.		
Sign Here	Signature of U.S. person <u>[Signature]</u> Date <u>6-26-15</u>	
General Instructions		
Section references are to the Internal Revenue Code unless otherwise noted.		
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or 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. Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: • The U.S. owner of a disregarded entity and not the entity.		

Cat. No. 1221X

Form W-9 (Rev. 10-2007)

CONTRACT SUM
Exhibit J

See bid forms submitted by CONTRACTOR (attached).



1200 Center Avenue Landscape Maintenance

CONTRACT SUM

PROJECT: 1200 CENTER AVENUE LANDSCAPE MAINTENANCE

Name of Bidder: ABC Express Lawn Care LLC
 Mailing Address: 495 North Pine Meadow Drive
 Street Address: 495 North Pine Meadow Drive
 CITY/State/Zip: De Bary Florida 32713
 Phone Number: (386) 216-3998
 FAX Number: (386) 763-1983

ALL PRICES F.O.B. HOLLY HILL

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. v/b through iv/b, on file at the City Clerk's Office for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents; that he/she will furnish the required Insurance Certificates.

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Mowing	33	EA	\$ 515.00	\$ 16,995.00
2.	Shrub Pruning	12	EA	\$ 50.00	\$ 600.00
	TOTAL BID:			\$ 565.00	\$ 17,595.00

Please provide basis of cost:

Item No.	Description	Qty.	Unit	Unit Cost
1.2	Mowing - Per Acre	1	EA	\$ 25.00 per acre

** Bid shall be awarded based on the estimated quantities per calendar year ("Total Bid"). Addition or subtraction of services based on actual work performed shall be accomplished through the established unit prices included on this bid sheet. See General Conditions and Measure and Payment sections for further details. **



1200 Center Avenue Landscape Maintenance

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 29th day of June, 2015.

ABC Express Lawn Care LLC
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

David Doyle
(Printed name of person signing FORM)

President-owner
(Title of person signing FORM)

Sworn to and subscribed before me

This 29th day of June

20 15. [Signature]
Signature of Notary (& Stamp)

Notary Public, State of
Florida

Personally Known X or
Produced Identification _____

(type of identification)



GENERAL CONDITIONS**PART 1 – GENERAL REQUIREMENTS****1.1 SCOPE OF WORK**

- a. Maintain City owned property located at 1200 Center Avenue that requires mowing, edging, pruning, and trimming.
- b. This scope of services represents the minimum standards required. The ultimate responsibility of the contractor is to provide lawns and/or landscaping that is at all times attractive and uniformly manicured, which will reflect favorably upon the City of Holly Hill and the Contractor.
- c. The approximate size of the reference property is 25 acres.
- d. The City is currently marketing the 1200 Center Avenue property for private development. Should any portion of the property be sold during the contract period, the City shall have the right to amend this contract to remove those portions of the property from the scope of work, or terminate the contract in its entirety. If a portion of the property is sold, the contract shall be amended by change order, reducing the compensation per mow based on the cost per acre.

1.2 CONTRACT TERM AND OPTION TO RENEW

- a. The initial term of this contract shall be for thirteen (13) months, commencing in September 2015, with an option to renew for two (2) additional one (1) year terms, based on performance.
- b. Prior to completion of each contract term, the City may consider an adjustment of the contract price based on changes in the contractor's operating cost, labor rates, fuel costs, etc. The contractor may request a price increase based on the same terms and conditions equal to 75% of the Consumer Price Index for the Southeast Region. The contractor shall provide a written request for the CPI adjustment by the July 1st preceding the contract renewal date. If a CPI adjustment is not requested, entitlement to the CPI adjustment is waived for the new renewal term and shall not be taken into consideration in future CPI adjustment calculations.

1.3 MANDATORY SITE VISIT

- a. Prior to submitting a bid, it is required that the contractor visit the site of the proposed work and to become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The contractor is also required to examine the general requirements and be thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. It is the contractor's responsibility to indicate that they have performed the site visit on Attachment M.
- b. This facility is gated and will be made available for a site visit and review of the grounds. This date and time of this site visits shall be:
June 17, 2015 from 2:00 pm – 3:00 pm
and
June 19, 2015 from 2:00 pm – 3:00 pm
- c. It is the responsibility of the bidder to attend the site visit during one of the allotted timeframes, special appointments will not be made.

1.4 BONDING

- a. A 5% Bid Bond is required for a bid submittal.
- b. A 100% Performance Bond is required prior to contract execution.

1.5 INSURANCE

- a. The contractor shall be required to submit current Certificates of Insurance listing the City of Holly Hill as additional insured:
 1. Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$1,000,000 for Employer's Liability.
 2. Comprehensive General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury. The limits will not be less than \$1,000,000 Combined Single Limit (CDL) or its equivalent.
 3. Comprehensive Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.
- b. Contractor shall be responsible to submit updated insurance certificate(s) subsequent to any change or renewal.

1.6 BUSINESS TAX RECEIPT

- a. The contractor shall be required to submit current Business Tax Receipt.
- b. Contractor shall be responsible to submit an updated BTR subsequent to any change or renewal.

1.7 CONTACT PERSON

- a. The contractor shall provide the City's designated representative with a phone number where a message can be left for the contractor 24 hours a day. An answering machine connected to the contractor's normal phone line is an acceptable method of meeting this requirement. The contractor shall check for messages left at this phone number every 24 hours or less.

1.8 SCHEDULING OF WORK

- a. All work The Contractor shall plan the work and carry it out with minimum interference to the operation of City and/or its contractors utilizing the property.

1.9 SAFETY REQUIREMENTS

- a. The Contractor shall strictly abide by all Occupational Safety and Health Administration (OSHA) regulations and any other such regulations as may apply regarding the requirement and use of proper equipment, and the employment of certified personnel experienced in the type of work to be undertaken under this Contract.

1.10 PERFORMANCE TERMINATION

- a. Landscape work shall be inspected by city staff and/or a city representative on a monthly basis. The contractor shall be notified of any areas of the site that do not meet the General Requirements described herein, and will be given one week to correct. This notification shall be considered a "First Warning". If the contractor is notified again of any area that does not meet the General Requirements described above, it shall be grounds for termination of the contract and forfeiture of the performance bond.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

3.1 LEVEL OF SERVICE

- a. This scope of services represents the minimum standards required. The ultimate responsibility of the contractor is to provide lawns and/or landscaping that is at all times attractive and uniformly manicured, which will reflect favorably upon the City of Holly Hill and the Contractor.
1. Turf areas shall be mowed no less than the number of days indicated in this bid package. Additional mowing, required during times of heavy growth, may be necessary.
 2. Bahia grass shall be maintained at a height of four (4) inches. Scalping will not be tolerated and will be grounds for termination.
 3. Edging, trimming, and debris removal from sidewalks, curbs and parking areas shall be performed each time an area is mowed.
 4. Contractor shall maintain lawns, landscape beds, sidewalks, parking areas, and curbing free of debris and litter.
 5. Contractor shall prune and shape, as needed, all shrubs to maintain the natural form of the plants and to maintain its growth within the landscape beds. Shrubs include but are not limited to hedges, groundcover, and foundation plantings.
 6. The contractor shall be responsible for repair/replacement costs (parts/labor) related to damages occurring in the course of maintenance to the turf areas, or any other City owned property on site. The contractor shall notify the City's designated representative immediately upon damage.
 7. Maintenance personnel on site shall maintain a respectable level of attire and conduct themselves in a respectful and orderly manner. The Business Name and phone number shall be clearly indicated on any service vehicle and/or employee uniform while performing routine maintenance as indicated in these general requirements.

3.2 SCHEDULE

- a. 1200 Center Avenue property is to be mowed, neatly edged and trimmed, and debris blown / removed from all walks, parking areas and curbs according to the schedule shown in Table 3.1 below.

Table 3.1	
Month	Number of Mowings
January	1
February	1
March	2
April	2
May	4*
June	4*
July	4*
August	4*
September	4*
October	2
November	2
December	1
Total	31-33

* Scheduling shall take into account months that may require 5 mowings. Costs associated with additional mowing should be considered in final bid amount.

- b. Contractor shall prune and shape, on a monthly basis, all shrubs and trees to maintain the natural form of the plants and to maintain its growth within the landscape beds. Shrubs include but are not limited to hedges, groundcover, and foundation plantings.
- c. Contractor shall be required to submit a written schedule upon award of contract to the City's designated representative.
- d. Mowing shall be postponed, and City's designated representative shall be notified when weather or conditions will result in rutting or damaged turf.

3.3 MINIMUM EQUIPMENT REQUIREMENTS

- a. Contractors wishing to bid must have, at minimum, the type and amount of equipment listed in Table 3.2 to perform maintenance as required. Equipment site inspections may be performed prior to awarding bid. Contractors shall complete Attachment N.

Table 3.2	
Equipment Description	Quantity
20 h.p. (or greater) commercial rotary mower with a 48" cut (or greater)	1
Commercial Grade String Trimmer	2
Commercial Grade Edger	2
Commercial Grade Backpack Blower	2
Commercial Grade Hedge Trimmer	1
Transport Vehicle and Trailer	1

- b. Additional equipment and various hand tools may be necessary to perform the work described in the requirements. The City of Holly Hill shall not be responsible for providing or for reimbursing the contractor for the purchase of any equipment necessary.

3.4 EDGING

- a. Sidewalks, curbs, plants, walkways, roadway edges, space between planter beds, concrete slabs, tree circles, and bed edges shall be mechanically edged with a steel bladed edger on each visit in order to maintain a neat, clean turf edge. String type edgers shall not be used for this function.
- b. Clippings shall be either vacuumed or blown off all surfaces, and removed from premises at the time edging is completed.
- c. Chemical defoliant or herbicides (i.e., "Round Up") shall not be used as an "edger".

3.5 String Trimming

- a. Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach each time mowing services are completed.
- b. Grass shall be trimmed to the same desired height as determined by the mowing operation.

3.6 PRUNING

- a. Only staff that has been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use hand pruners or loppers on trees and shrubs. Only use shears on formal hedges where previous practice was to shear.
- b. Plants and shrubs shall be pruned by the Contractor in such a way and at the best time for flower bud development, foliage growth and as the health of the plant may require.

3.7 SHRUB AND HEDGE PRUNING

- a. Shrubs shall be pruned to maintain a clearance of at least 18 inches from structures.

- b. Shrubs shall be pruned during the season to remove dead, diseased, injured and unproductive wood to assist in maintaining their natural shape, size and configuration.
- c. Shrubs shall not be clipped into a ball or box form unless such is required by the design.
- d. Shrubs will be pruned year round with generally accepted horticultural practices in accordance with the intended function of the plant in its present location to maintain optimum health and appearance.
- e. Perennial and ornamental shrubs will be pruned as required and cutback at the appropriate time of the growing season.
- f. Shrubs shall be maintained below the heights of the windows and less than 36" in other active pedestrian areas.
- g. Shrubs at parking lot ingress and egress must be pruned to ensure safe visibility for cars entering and exiting.
- h. Branches are not to be cut individually. Cuts shall be inside the outside foliate to thin out. Hedging or shearing will not be permitted unless required for pedestrian or vehicular traffic flow. Tip pinching will be employed.
- i. Contractor shall remove non-hedge growth from hedges and shrubs; such as but not limited to Spanish moss, vines, and grasses.

3.8 GROUND COVER PRUNING

- a. Contractor shall prune and shape ground cover throughout the growing season with trained personnel, in accordance with sound horticultural practices. Ground cover beds shall be maintained to maintain a clearance of at least 18 inches from structures and shall not be permitted to encroach into lawns, adjacent plants, paved and building surfaces. Established groundcover shall be maintained 4" to 6" off edges with a beveled or rolled edge.
- b. Shear or cutback ground cover annually in the dormant season if horticultural practice so dictates or is required or is recommended by a specific type of ground cover.
- c. Trimmings shall be removed when the service is performed. The contractor shall legally dispose of the debris from pruning at an off-site location approved by local authorities.

3.9 HURRICANE PREPAREDNESS

- a. As part of the work to be performed coincides with the recognized Florida hurricane season, the Contractor's attention is drawn to the possibility of hurricane conditions, or severe storm conditions, occurring during the course of Contract work.
 - 1. Hurricane Watch: The Contractor shall clean debris and branches from the site to protect structures at the site.
 - 2. Hurricane Warning: No non-emergency facility under the control of the City of Holly Hill, or on City property, shall be staffed during a hurricane warning. Contractor services shall not be performed at these times.

3.10 CLEAN-UP

- a. Any excess soil or debris created by the landscaping operations shall be removed promptly, keeping the site clean as the work is performed. Sweep or blow-off all walks, curbs, gutters, and parking areas at each scheduled visit. Do not sweep or blow trash, leaves, clippings, or landscape debris into planters or onto adjacent property. Collect all debris swept or blown from landscape areas and remove from the site.
- b. Do not use blowers prior to 7:00 A.M. or after 8:00 P.M. or at any other hours restricted by law. Do not use blowers around parked vehicles to avoid scratching vehicle paint with blowing sand and debris. Blowers may not be used where prohibited by law.
- c. All litter shall be removed from sidewalks, gutters, and all planted areas at each scheduled visit. In no case shall trash, litter, or leaves be blown or swept onto the property of others. All trash, litter, leaves, etc. shall be collected, hauled away, and disposed of legally.

- d. Clippings may be blown back to lawn, but no visible clumps of cut grass shall remain.
- e. Clippings if bagged shall be removed from the property on the same day the property is serviced.
- f. Grass clippings, trimmings and debris shall be removed from adjacent walks, drives, gutters, curbs, or surfaces on the same day as mowed or trimmed.

3.11 METHOD OF PAYMENT

- a. The contractor shall submit an invoice to the City's designated representative at the end of each month of service. The invoice shall contain the contract and purchase order number, date, and location of service.
- b. Work required beyond the general requirements shall be negotiated prior to any additional work being performed. The contractor shall submit a separate invoice to the City's contract administrator after work is completed. The invoice shall contain the contract and/or purchase order number, date, and location of service.

MEASURE AND PAYMENT**PART 1 - GENERAL**

- 1.1 The contractor shall submit an invoice to the City's designated representative at the end of each month of service. The invoice shall contain the contract and/or purchase order number, date, location of service, and work completed.
- 1.2 Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.
- 1.3 Work required beyond the general requirements shall be negotiated prior to any additional work being performed. No payment shall be made for work complete outside the authorized scope. The contractor shall then submit a separate invoice to the City's designated representative for after work is completed. The invoice shall contain the contract and/or purchase order number, date, and location of service.

PART 2 - MATERIALS AND EQUIPMENT

- 2.1 Mowing Bid Item 1

This item shall be paid based on the total cost per mow and shall include the right of way between the fenced perimeters of the property and the roadway edge. "Mow" includes all necessary edging, trimming, and debris removal from sidewalks, curbs and parking areas, running track, and basketball court; maintenance of all areas to remain free of debris and litter.

This item shall be paid based on each mow completed as per the schedule included in the General Conditions (0500). Estimated quantity of mows is 33 per calendar year.

Payment of the unit price shall be full compensation for furnishing all required labor and equipment to perform the work.

- 2.2 Shrub Pruning Bid Item 2

This item shall be paid based on the total cost to prune and shape all shrubs to maintain the natural form of the plants and to maintain its growth within the landscape beds. Shrubs include but are not limited to hedges, groundcover, and foundation plantings.

This item shall be paid based on each pruning completed. Pruning is to be completed once per month.

Payment of the unit price shall be full compensation for furnishing all required labor and equipment to perform the work.

- 2.3 Mowing - Per Acre Basis of Cost Item 1.2

This item shall determine the cost per acre of land being mowed per Item 2.01 described in this section. Should the City sell any portion of the 1200 Center Avenue property during the contract period, the basis of cost establishes the deductive amount to be utilized in calculating the reduction to Item 2.1.



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

**City Commission
Resolution**

MEETING DATE: August 25, 2015
FROM: Jacki Maswary
SUBJECT: Contract Award for Landscape Maintenance - the Market
NUMBER: (ID # 1135)
APPLICANT:
PLANNER:

DISCUSSION:

On June 30, 2015 the City received bid for the contract "Landscape Maintenance - The Market." Pending award, the contract is anticipated to begin September 1, 2015 with an initial term of 13 months, with the option for two, one year renewals. Four bids were received, however, only one bidder submitted all the required bid submittals. As such, staff recommends award to the bidder whose bid was complete which is Tuff Turf, Inc. The bid received from Tuff Turf, Inc. is \$11,460 annually.

FISCAL ANALYSIS:

This is fully budgeted in FY 14/15 and a proposed expenditure in FY 15/16.

STAFF RECOMMENDATION:

Disqualify the three incomplete bids as non-responsive and award the contract to Tuff Turf, Inc. and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2015-R-37, AWARDING THE CONTRACT "LANDSCAPE MAINTENANCE - THE MARKET" TO TUFF TURF, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- The Market Landscape Maintenance Bid (PDF)
- THE MARKET LANDSCAPE MAINTENANCE CONFIRMED CONTRACT (PDF)
- Memo from PW Director (PDF)

Resolution No. (ID # 1135)**CONTRACT AWARD FOR LANDSCAPE MAINTENANCE - THE MARKET****RESOLUTION 2015-R-37**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED THE CONTRACT "LANDSCAPE MAINTENANCE - THE MARKET" TO TUFF TURF, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids for the contract "Landscape Maintenance - The Market" and received four bids; and

WHEREAS, three of the four bidders did not submit all the required bid submittals; and

WHEREAS, Tuff Turf, Inc. is the only bidder responsive bidder to submit all required bid submittals.

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

SECTION 1. That the City Commission disqualifies the three incomplete bids as non-responsive.

SECTION 2. That the City Commission awards the contract "Landscape Maintenance - The Market" to Tuff Turf, Inc.

SECTION 3. That the City Commission authorizes the City Manager to execute the contract with Tuff Turf, Inc. titled "Landscape Maintenance - The Market".

SECTION 4. 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 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 25th day of AUGUST, 2015.



Landscape Maintenance – The Market

PROJECT: LANDSCAPE MAINTENANCE – THE MARKET

Name of Bidder: Ashlie EnvironmentalMailing Address: 413 Oak PI 3T

Street Address: _____

CITY/State/Zip: Port Orange FL 32127Phone Number: (386) 523-6890FAX Number: (386) 310-8647

ALL PRICES F.O.B. HOLLY HILL

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. _____ through _____, on file at the City Clerk's Office for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents; that he/she will furnish the required Insurance Certificates.

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Mowing	42	EA	\$ 80.00	\$ 3360.00
2.	Shrub Pruning	12	EA	\$ 40.00	\$ 480.00
3.	Ornamental Tree/ Palm Pruning	1	LS	\$ 65.00	\$ 65.00
4.	Mulch	1	EA	\$ 270.00	\$ 270.00
5.	Irrigation Inspection/ Maintenance	12	EA	\$ 25.00	\$ 300.00
6.	Irrigation Audit	2	EA	\$ 30.00	\$ 60.00
	TOTAL BID:				\$ 4535.00



Landscape Maintenance – The Market

** Bid shall be awarded based on the estimated quantities per calendar year ("Total Bid"). Addition or subtraction of any item based on actual work performed shall be accomplished through the established unit prices included on this bid sheet. See General Conditions and Measure and Payment sections for further details. **

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 30 day of June, 2015.

Ashlie Environmental

(Name of PROPOSER)

(Signature of person signing FORM)

Jon Schoenwetter

(Printed name of person signing FORM)

President

(Title of person signing FORM)

Sworn to and subscribed before me

This 30 day of June, 2015.

Signature of Notary (& Stamp)

Notary Public, State of FL

Personally Known ☒ or

Produced Identification FI
(type of identification)





Landscape Maintenance – The Market

PROJECT: LANDSCAPE MAINTENANCE – THE MARKET

Name of Bidder: Servello & Son Inc

Mailing Address: 261 Springview Commerce Dr Debary FL 32713

Street Address: 261 Springview Commerce Dr

CITY/State/Zip: Debary FL 32713

Phone Number: (386) 753-1100

FAX Number: (386) 753-1106

ALL PRICES F.O.B. HOLLY HILL

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. N/A through N/A, on file at the City Clerk's Office for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents; that he/she will furnish the required Insurance Certificates.

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Mowing	42	EA	\$ 118.45	\$ 4,974.90
2.	Shrub Pruning	12	EA	\$ 106.95	\$ 1,283.40
3.	Ornamental Tree/ Palm Pruning	1	LS	\$ 239.00	\$239.00
4.	Mulch	1	EA	\$846.40	\$846.40
5.	Irrigation Inspection/ Maintenance	12	EA	\$ 46.00	\$552.00
6.	Irrigation Audit	2	EA	\$46.00	\$ 92.00
	TOTAL BID:				\$7,987.90



Landscape Maintenance – The Market

** Bid shall be awarded based on the estimated quantities per calendar year ("Total Bid"). Addition or subtraction of any item based on actual work performed shall be accomplished through the established unit prices included on this bid sheet. See General Conditions and Measure and Payment sections for further details. **

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 29 day of June, 2015.

Servello & Son Inc
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Johann Fiallo
(Printed name of person signing FORM)

Business Developer / Estimator
(Title of person signing FORM)

Sworn to and subscribed before me

This 29 day of June, 2015.

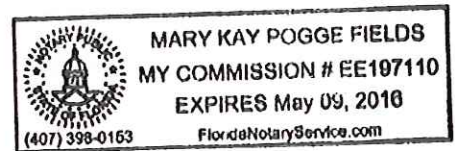
[Signature]
Signature of Notary (& Stamp)

Notary Public, State of

Florida

Personally Known X or

Produced Identification _____
(type of identification)





Landscape Maintenance – The Market

PROJECT: LANDSCAPE MAINTENANCE – THE MARKET

Name of Bidder: ABC Express Lawn Care LLC
 Mailing Address: 495 North Pine Meadow Drive
 Street Address: DeBary Florida - 495 North Pine Meadow Dr
 CITY/State/Zip: DeBary Florida 32713
 Phone Number: (386) 216-3998
 FAX Number: (386) 753-1983

ALL PRICES F.O.B. HOLLY HILL

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. N/A through N/A, on file at the City Clerk's Office for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents; that he/she will furnish the required Insurance Certificates.

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Mowing	42	EA	\$ 150.00	\$ 6300.00
2.	Shrub Pruning	12	EA	\$ 170.00	\$ 2040.00
3.	Ornamental Tree/ Palm Pruning	1	LS	\$ 300.00	\$ 300.00
4.	Mulch	1	EA	\$ 30 yards x \$35.00 per yard	\$ 1050.00
5.	Irrigation Inspection/ Maintenance	12	EA	\$ 125.00	\$ 1500.00
6.	Irrigation Audit	2	EA	\$ 150.00	\$ 300.00
	TOTAL BID:				\$ 11,490.00



Landscape Maintenance – The Market

** Bid shall be awarded based on the estimated quantities per calendar year ("Total Bid"). Addition or subtraction of any item based on actual work performed shall be accomplished through the established unit prices included on this bid sheet. See General Conditions and Measure and Payment sections for further details. **

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 29th day of June, 2015.

ABC Express Lawn Care LLC
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

David Doyle
(Printed name of person signing FORM)

President - owner
(Title of person signing FORM)

Sworn to and subscribed before me

This 29th day of June, 2015.

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of

FL
Personally Known X or

Produced Identification _____
(type of identification)





Landscape Maintenance – The Market

PROJECT: LANDSCAPE MAINTENANCE – THE MARKET

Name of Bidder: TUFF TUFF, INC.
 Mailing Address: 511 CR 415
 Street Address: SAME
 CITY/State/Zip: New Smyrna Beach, FL 32168
 Phone Number: (386) 760-4130
 FAX Number: (386) 760-3863

ALL PRICES F.O.B. HOLLY HILL

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. N/A through _____, on file at the City Clerk's Office for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents; that he/she will furnish the required Insurance Certificates.

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Mowing	42	EA	\$ 175. ⁰⁰	\$ 7,350. ⁰⁰
2.	Shrub Pruning	12	EA	\$ 80. ⁰⁰	\$ 960. ⁰⁰
3.	Ornamental Tree/ Palm Pruning	1	LS	\$ 200. ⁰⁰	\$ 200. ⁰⁰
4.	Mulch	1	EA	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
5.	Irrigation Inspection/ Maintenance	12	EA	\$ 150. ⁰⁰	\$ 1,800. ⁰⁰
6.	Irrigation Audit	2	EA	\$ 75. ⁰⁰	\$ 150. ⁰⁰
TOTAL BID:					\$ 11,460. ⁰⁰



Landscape Maintenance – The Market

** Bid shall be awarded based on the estimated quantities per calendar year ("Total Bid"). Addition or subtraction of any item based on actual work performed shall be accomplished through the established unit prices included on this bid sheet. See General Conditions and Measure and Payment sections for further details. **

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 30th day of June, 2015.

Turf Turf Inc.
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

John Cheney
(Printed name of person signing FORM)

Vice President / Owner
(Title of person signing FORM)

Sworn to and subscribed before me

This 30th day of June

2015.

Pamela A. Peerless
Signature of Notary (& Stamp)

Notary Public, State of

Personally Known ☒ or

Produced Identification _____
(type of identification)



PAMELA A. PEERLESS
MY COMMISSION # EE 149113
EXPIRES: February 29, 2016
Bonded Thru Budget Notary Services

CITY OF HOLLY HILL, FLORIDA

LANDSCAPE MAINTENANCE THE MARKET



Conformed Contract

PREPARED:

July 2015

**CITY OF HOLLY HILL, FLORIDA
CONTRACT WITH
TUFF TURF, INC.
For Landscape Maintenance The Market**

THIS Contract made and entered into the ____ day of _____, 20____ by and between the CITY OF HOLLY HILL, FLORIDA, whose address is 1065 Ridgewood Ave., Holly Hill, Florida 32117, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and **TUFF TURF, INC.**, hereinafter referred to as to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the scope of work (see exhibit A); and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide construction services as subsequently specifically set out in Work Orders to be issued under this Agreement; and

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

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

WHEREAS, all CITY promulgated bid documents pertaining to this project and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor and construction/services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

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

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing construction/services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other service providers to provide the same construction/services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other service providers for CITY projects. The CITY reserves the right to select which construction/services provider shall provide construction/services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between construction/services providers.

(d) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(e) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(f) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order (See Exhibit B). The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.

(g) When the term "law" is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(h) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all construction/services performed under this Agreement.

(i) Persons employed by the CONTRACTOR in the provision and performance of the construction/services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(j) No claim for construction/services furnished by the CONTRACTOR not specifically provided for herein or in a Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF CONSTRUCTION/SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide construction/services included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the construction/services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the construction/services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: WORK ORDERS.

(a) The provision of construction/services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Work Order issued on a form provided by the CITY hereunder commencing the provision of construction/services. Additional construction/services to be performed by the CONTRACTOR to the CITY shall be authorized in written Work Orders issued by the CITY on a form provided by the CITY. Work Orders executed by the CITY shall include a detailed description of construction/services and a completion schedule. The CONTRACTOR shall review Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted.

(b) If the construction/services required to be performed are clearly defined, the Work Order shall be issued on a "LUMP SUM" or "UNIT PRICE" basis.

(1) "LUMP SUM": The CONTRACTOR shall perform all construction/services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated LUMP SUM amount stated therein. For Work Orders issued on a "Lump Sum", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Lump Sum amount equal to a percentage of the total construction/services actually completed.

(2) "UNIT PRICE": The CONTRACTOR shall perform all construction/services required by the Work Order based upon the unit price submitted in the CONTRACTOR'S bid. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed. In no event, shall the invoice amount exceed a percentage of the Line Item amount equal to a percentage of the total work actually completed. Add/ deduct changes shall be calculated based upon the unit price submitted.

(c) If the construction/services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and may contain a Not-to-Exceed amount. If a

Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Not-to-Exceed amount. For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total construction/services actually completed.

(d) Each Work Order issued on a "Lump Sum" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order, but, if not prescribed, shall be ten percent (10%). If the CITY determines that work is substantially complete and the amount retained is considered to be in excess of the cost to complete the contract or the amount of unpaid subcontractors, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(e) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any construction/construction/services rendered, the cost of the construction/construction/services, the name and address of the CONTRACTOR, Work Order Number, Purchase Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF CONSTRUCTION /SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the construction/services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the construction/services described in this Agreement and to be identified Work Orders and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the construction/services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of construction/services set forth in any particular Work Order.

(b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order (Exhibit C). Each Change Order shall include a schedule of completion for the construction/services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the construction/services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

(c) An Agreement between the parties on an execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule. Work to be completed as part of a Change Order is authorized only once the Change Order has been fully executed by the CITY and CONTRACTOR.

(d) In the event of inclement weather, requests for "rain days" must be submitted by the CONTRACTOR to the CITY in writing in the form of a change order request within 48 hours of the event. Failure to submit request within 48 hours will nullify consideration of the request.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all construction/services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee social security numbers, addresses and driver licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the construction/services. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other construction/services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other construction/services of whatever type or nature. The CONTRACTOR's

submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the construction/services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the construction/services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all construction/services provided by the CONTRACTOR under the terms of this Agreement and each and every Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR or the CITY as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of construction/services under Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's construction/services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the construction/services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all construction/services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the construction/services provided and performed under this Agreement, timing of the CONTRACTOR's provision of construction/services, or a defect or change necessary in the construction/services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it

may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

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

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the construction/services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the construction/services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's construction/services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Work Order which assigns construction/services to be accomplished by the CONTRACTOR.

(b) The CONTRACT shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment in accordance with the *Florida Prompt Payment Act*.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) calendar days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, purchase order number, and billing period.

(e) CONTRACTOR's final invoice shall be clearly marked as "final" and shall include final release of lien from each of the CONTRACTOR's subcontractors and suppliers.

(f) The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed construction/services referenced in an invoice.

(g) Invoices are to be forwarded directly to:

**Steve Juengst
Facilities Supervisor
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117**

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of construction/services as described in this Agreement upon issuance of the Notice to Proceed. Notice to Proceed will be issued after the following conditions have been met: execution of this Agreement, issuance of a Purchase Order, execution of a Work Order issued by the CITY. The date of commencement indicated in the Notice to Proceed shall serve as the date of commencement for this project and shall serve as the start date for any liquidated damages.

(b) Liquidated damages for this project shall be \$1,000 (one thousand dollars) for each day the project continues past the completion date indicated in the Notice to Proceed or the amended completion date through a Change Order.

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

SECTION 11: TERM/LENGTH OF AGREEMENT.

The initial term of this contract shall be for thirteen (13) months, commencing in September 2015, with the City's option to renew for two (2) additional one (1) year terms, based on performance. Working days will be permitted as Monday through Friday. Working hours are permitted as detailed in Holly Hill Code of Ordinances, Part II Code of Ordinances, Chapter 26 Environment, Article II Noise, Section 26-35.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

**Steve Juengst, Facilities Supervisor
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117**

(d) The CONTRACTOR's designated representative is:

**John Cheney, Owner-Vice President
Tuff Turf, Inc.
511 CR 415
New Smyrna Beach, Florida 32168**

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Work Order for cause at any time or this Agreement or any Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the construction/services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.

(c) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Work Order in progress under this Agreement.

(d) In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement. In the event of such cause, the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest.

(b) The CITY shall have the right to terminate this Agreement without cause with a thirty (30) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.

(c) In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(d) This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be not terminated.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the construction/services provided by the CONTRACTOR to the date of termination and any additional construction/services shall be paid to the CONTRACTOR.

SECTION 17: ACTION FOLLOWING TERMINATION.

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

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's construction/services under any Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's construction/services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR according to the *Florida Prompt Payment Act* all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of construction/services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the

construction/services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

- (c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of construction/services hereunder are to be resumed, the CONTRACTOR shall continue to provide the construction/services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

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

SECTION 20: INDEMNITY AND INSURANCE.

(a) To the fullest extent permitted by law, the CONTRACTOR shall indemnify, hold harmless and defend the CITY, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys fees and other legal costs such as those for paralegal, investigative, and legal support construction/services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of construction/services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of the CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors. Additionally, the CONTRACTOR accepts responsibility for all damages resulting in any way related to the CONTRACTOR'S performance of work.

(b) In accordance with Section 725.06, *Florida Statutes*, adequate consideration has been provided to the CONTRACTOR for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.

(c) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, *Florida Statutes*.

(d) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the

indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

- (e) The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Agreement; provided, however, that the CONTRACTOR must also comply with the provisions of this Agreement relating to insurance coverages.
- (f) The CONTRACTOR shall submit a report to the CITY within twenty-four (24) hours of the date he becomes aware of any incident resulting in damage or which is reasonably likely to result in a claim of damage.

SECTION 21: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$1,000,000 for Employer's Liability.

(2) Comprehensive General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury. The limits will not be less than \$1,000,000 Combined Single Limit (CDL) or its equivalent.

(3) Comprehensive Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

(b) All insurance other than Workers Compensation to be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement from the CITY. These Certificates of Insurance shall become part of this Agreement as Exhibit "D". Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including the CONTRACTOR's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, *Florida Statutes*, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company

meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with insurance acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Agreement.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the CITY by submission of a new Certificate of Insurance.

(e) The CONTRACTOR shall furnish Certificate of Insurance directly to the CITY's designated representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by this Agreement.

(f) The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONTRACTOR. There are no third party beneficiaries to this Agreement.

(g) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 22: STANDARDS OF CONDUCT.

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

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(g) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act (INA)*. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the construction/services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all construction/services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits city permits and no expense, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing of it who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or construction/services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 23: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of construction/services under this Agreement. This includes the responsibility to record the Notice of Commencement and all bonds with the County Clerk of Court. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance construction/services under this Agreement and date of final payment for said construction/services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which construction/services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any construction/services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the City of Holly Hill, Florida, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to construction/services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) 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.

SECTION 24: CODES AND DESIGN STANDARDS.

(a) All construction/services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the construction/services to be performed under this Agreement.

SECTION 25: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement resulting from the sale or merger of the CONTRACTOR resulting in a change in the majority ownership without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 26: SUBCONTRACTORS.

(a) Any CONTRACTOR's proposed subcontractors shall be submitted to the CITY and shall be shown as part of this contract Exhibit "E" prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications. Any alteration to the subcontractor list provided as Exhibit "E" shall be presented to the City in writing in the form of a Change Order and approved prior to the CONTRACTOR entering into a subcontract.

(b) Substitution or addition of any Subcontractor without an approved Change Order may result in the CONTRACT being voidable at the CITY'S discretion. Subcontractors are not authorized to have subcontractor agreements without an approved Change Order.

(c) The CONTRACTOR shall coordinate the provision of construction/services and work product of any CITY approved subcontractors, and remain fully responsible for such construction/services and work under the terms of this Agreement.

(d) Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of the CONTRACTOR's duties

commensurately with the CONTRACTOR's duties to the CITY under this Agreement, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Agreement. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

(e) The CONTRACTOR and subcontractors shall reasonably cooperate at all times with the CITY and other CITY contractors and professionals.

SECTION 27: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Seveth Judicial Circuit Court in and for Volusia County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 28: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 29: EXTENT OF AGREEMENT/INTERGRATION/AMENDMENT.

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 30: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

Joe Forte
City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

For the CONTRACTOR:

John Cheney, Owner-Vice President
Tuff Turf, Inc.
511 CR 415
New Smyrna Beach, Florida 32168

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 31: WAIVER.

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

SECTION 32: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem*

taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 33: EXHIBITS AND ATTACHMENTS.

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

SECTION 34: CAPTIONS.

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

SECTION 35: SEVERABILITY/CONSTRUCTION.

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

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 36: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of

voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 37: COUNTERPARTS.

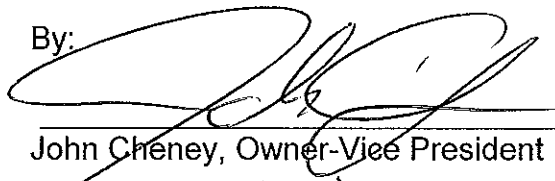
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Commission taking action on the 27 day of July, 2015 and Tuff Turf the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

By: 
Witness for: Tuff Turf, Inc.

TUFF TURF, INC.

By: 
John Cheney, Owner-Vice President
Date: 7/27/15

ATTEST:

Valerie Manning, City Clerk

City of Holly Hill, Florida

By:

Joe Forte, City Manager

Date: _____

SCOPE OF WORK
Exhibit A

See Attached:

- General Conditions
- Measure and Payment

WORK ORDER FORM

Exhibit B

CITY OF HOLLY HILL

WORK ORDER

FOR: Landscape Maintenance as described in General Conditions and Measure and Payment sections of the contract. Work Order 1 covers the time period from September 1, 2015 through September 30, 2015.

WORK ORDER NO.: 1 Purchase Order No. _____

PROJECT: Landscape Maintenance The Market

CONTRACTOR: *TUFF TURF, INC.*

Execution of the Work Order by the CITY shall serve as authorization for the CONTRACTOR to provide for the above project, construction/services as set out in the Scope of Work attached as Exhibit "A," to that certain Agreement dated _____, 20____ between the CITY and the CONTRACTOR and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

☒ [X] SPECIFICATIONS AS NOTED IN CONTRACT AND INCORPORATED BY REFERENCE

The CONTRACTOR shall provide said construction/services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon issuance of a Purchase Order and Notice to Proceed by the CITY.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

- ☐ [] LUMP SUM
- ☐ [] TIME BASIS METHOD WITH A NOT-TO- EXCEED AMOUNT

☐ TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT
☒ UNIT PRICE

(b) If the compensation is based on a "LUMP SUM," then the CONTRACTOR shall perform all construction/services required by this Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated LUMP SUM amount stated therein. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Lump Sum amount equal to the percentage of the total construction/services actually completed. In no event shall the CONTRACTOR be paid more than the LUMP SUM Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the CONTRACTOR shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The CONTRACTOR'S compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONTRACTOR is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$_____) without prior written approval of the CITY. Such approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CITY shall compensate the CONTRACTOR for the actual work performed under this Work Order.

(e) If the compensation is based on a "UNIT PRICE," then the CONTRACTOR shall perform all construction/services required by this Work Order based upon the unit price submitted in the CONTRACTOR'S bid. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; not more than once monthly.

(f) Payment to the CONTRACTOR shall be made by the CITY in strict accordance with the payment terms of the above-referenced Agreement. Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. 10% retainage shall be deducted from each submitted invoice to be paid to the CONTRACTOR as the final payment after lien waivers have been furnished.

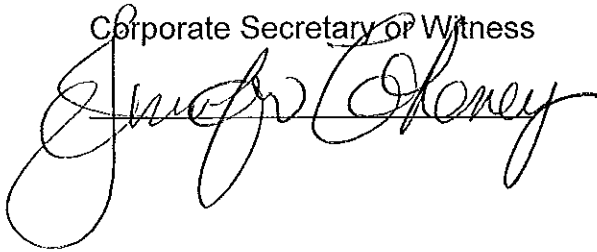
(g) It is expressly understood by the CONTRACTOR that this Work Order, until executed by the CITY, does not authorize the performance of any construction/services by the CONTRACTOR and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONTRACTOR

to perform the construction/services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

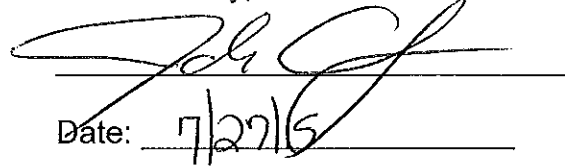
IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the respective dates under each signature: the CITY through its City Commission taking action on ____ day of _____, 20____, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

Corporate Secretary or Witness



John Cheney, Owner-Vice President



Date: 7/27/15

ATTEST:

CITY OF HOLLY HILL

Valerie Manning, City Clerk

Joe Forte
City Manager

Date: _____

WORK ORDER FORM

CITY OF HOLLY HILL

WORK ORDER

FOR: Landscape Maintenance as described in General Conditions and Measure and Payment sections of the contract. Work Order 2 covers the time period from October 1, 2015 through September 30, 2016.

WORK ORDER NO.: 2 Purchase Order No. _____

PROJECT: Landscape Maintenance The Market

CONTRACTOR: TUFF TURF, INC.

Execution of the Work Order by the CITY shall serve as authorization for the CONTRACTOR to provide for the above project, construction/services as set out in the Scope of Work attached as Exhibit "A," to that certain Agreement dated _____, 20____ between the CITY and the CONTRACTOR and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

☒ [X] SPECIFICATIONS AS NOTED IN CONTRACT AND INCORPORATED BY REFERENCE

The CONTRACTOR shall provide said construction/services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon issuance of a Purchase Order by the CITY.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

☐ [] LUMP SUM
☐ [] TIME BASIS METHOD WITH A NOT-TO- EXCEED AMOUNT

☐ TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT
☒ UNIT PRICE

(b) If the compensation is based on a "LUMP SUM," then the CONTRACTOR shall perform all construction/services required by this Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated LUMP SUM amount stated therein. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Lump Sum amount equal to the percentage of the total construction/services actually completed. In no event shall the CONTRACTOR be paid more than the LUMP SUM Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the CONTRACTOR shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The CONTRACTOR'S compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONTRACTOR is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$_____) without prior written approval of the CITY. Such approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CITY shall compensate the CONTRACTOR for the actual work performed under this Work Order.

(e) If the compensation is based on a "UNIT PRICE," then the CONTRACTOR shall perform all construction/services required by this Work Order based upon the unit price submitted in the CONTRACTOR'S bid. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; not more than once monthly.

(f) Payment to the CONTRACTOR shall be made by the CITY in strict accordance with the payment terms of the above-referenced Agreement. Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. 10% retainage shall be deducted from each submitted invoice to be paid to the CONTRACTOR as the final payment after lien waivers have been furnished.

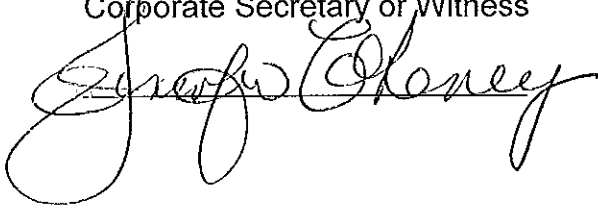
(g) It is expressly understood by the CONTRACTOR that this Work Order, until executed by the CITY, does not authorize the performance of any construction/services by the CONTRACTOR and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONTRACTOR

to perform the construction/services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

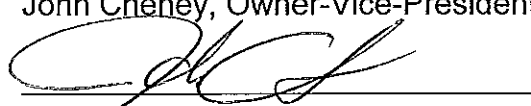
IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the respective dates under each signature: the CITY through its City Commission taking action on ____ day of _____, 20____, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

Corporate Secretary or Witness



John Cheney, Owner-Vice-President



Date: 7/27/15

ATTEST:

Valerie Manning, City Clerk

CITY OF HOLLY HILL

Joe Forte
City Manager

Date: _____

CHANGE ORDER
Exhibit C
CITY OF HOLLY HILL
CONTRACT CHANGE ORDER – Landscape Maintenance The Market

CHANGE ORDER NO. _____
DATE: _____ CONTRACTOR: TUFF TURF, INC.

OWNER: CITY OF HOLLY HILL AGREEMENT DATE: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Original CONTRACT PRICE \$ _____

Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDER* \$ _____

Net (Increase) Resulting from this CHANGE ORDER \$ _____

The current CONTRACT PRICE including this CHANGE ORDER \$ _____

ORIGINAL CONTRACT TIME: _____ Date: _____

Current CONTRACT TIME adjusted by previous CHANGE ORDERS* Date: _____

Net (Increase) Resulting from this CHANGE ORDER Days: _____

Current CONTRACT TIME including this CHANGE ORDER _____ Date _____

CHANGES ORDERED:

1. for work at outlined on correspondence attached dated.
- 2.
- 3.

I. GENERAL

This Change Order is necessary to cover changes in the Work to be performed under this Contract. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all Work under this Change Order.

II. REQUIRED CHANGES

- 1.
- 2.
- 3.

III. JUSTIFICATION

- 1.
- 2.
- 3.

IV. PAYMENT

There will be no changes in the method of payment from the original contract.

V. NARRATIVE OF NEGOTIATIONS

Quotes received.

VI. APPROVAL AND CHANGE AUTHORIZATION

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided therein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in Contract Price and Time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications or performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the OWNER for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the OWNER arising from or relating to the matters of Work set forth or contemplated by this Change Order.

RECOMMENDED BY:

ACCEPTED BY:

Project Manager, City of Holly Hill

Name, Title:

Date:

Date:

Title:

APPROVED BY: City of Holly Hill, Florida

By:

Date:

Joe Forte, City Manager

CERTIFICATES OF INSURANCE
Exhibit D

LIST OF SUBCONTRACTORS
Exhibit E



Landscape Maintenance – The Market

ATTACHMENT K
LIST OF SUBCONTRACTORS

(IF NOT APPLICABLE, PLEASE STATE SO):

N/A

AUTHORIZED SIGNATURE

Tuff Tune, Inc.

COMPANY

DATE

Attachment: THE MARKET LANDSCAPE MAINTENANCE CONFIRMED CONTRACT (1135 : The Market Landscape Maintenance Bid)

PERFORMANCE BOND
Exhibit F

REQUEST FOR PROPOSALS

Exhibit G

INVITATION TO BID CITY OF HOLLY HILL, FLORIDA LANDSCAPE MAINTENANCE - THE MARKET

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for **LANDSCAPE MAINTENANCE - THE MARKET**. Bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, *until 2:30 PM on June 30, 2015* at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

The property is a gated facility, and therefore site visits for this project will be available *from 10:00 AM until 11:00 PM on June 17, 2015 and from 10:00 AM until 11:00 AM on June 19, 2015*. The site will be open to all interested bidders, 101 2nd Street, Holly Hill, FL 32117.

Description of Work: *This project consists of the landscape maintenance of City owned property known as "The Market" located at 101 2nd Street that requires mowing, edging, trimming, pruning, weeding, mulching, and irrigation maintenance.*

A disk with an electronic copy of the bid document may be obtained for the sum of \$10.00 from the City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, FL 32117 (check or money order only, payable to the City of Holly Hill). Any addenda to these documents will be issued via electronic mail. No refunds will be made. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed in writing to the Facilities Supervisor: City of Holly Hill, Attn: Steve Juengst, 1065 Ridgewood Avenue, Holly Hill, FL 32117, Email: sjuengst@hollyhillfl.org, **questions will be accepted until 4:00 PM on June 23, 2015.**

A certified check or bank draft, payable to the City of Holly Hill, Florida, or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid, shall be submitted with each bid. NO bid shall be withdrawn for a period of one hundred twenty (120) days subsequent to the bid opening without the consent of the City of Holly Hill, Florida.

Upon award, the successful bidder will be required to furnish and pay for a satisfactory Contract one hundred percent (100%) Performance Payment Bond which must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regards to mail being delivered by the specified time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Bids shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: **"LANDSCAPE MAINTENANCE - THE MARKET"**.

**CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA**

s/
Joseph Forte
City Manager

BID BOND
Exhibit H

Attachment: THE MARKET LANDSCAPE MAINTENANCE CONFIRMED CONTRACT (1135 : The Market Landscape Maintenance Bid)

If awarded the contract, the performance bond will be issued on an annually renewable basis. Non-renewal by the surety does not constitute default.

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Tuff Turf, Inc.
(Here insert full name and address or legal title of Contractor)

511 N CR 415, New Smyrna Beach, FL 32168
 as Principal, hereinafter called the Principal, and Developers Surety and Indemnity Company
(Here insert full name and address or legal title of Surety)

PO Box 19725, Irvine, CA 92623-9725
 a corporation duly organized under the laws of the State of IOWA
 as Surety, hereinafter called the Surety, are held and firmly bound unto City of Holly Hill, Florida
(Here insert full name and address or legal title of Owner)

1065 Ridgewood Avenue, Holly Hill, FL 32117
 as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid

Dollars (\$ ---5%---),
 for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
 ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
 these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
 Landscape Maintenance - The Market,

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of June 2015

Barthelme Davis (Witness)
Tuff Turf, Inc. (Principal) (Seal)
[Signature] (Title)
Developers Surety and Indemnity Company (Surety) (Seal)
[Signature] (Title)
 Don Bramlage, Attorney-in-Fact
 and Florida Licensed Resident Agent

AIA DOCUMENT A310 • BID BOND • AIA © FEBRUARY 1970 ED • THE AMERICAN
 INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D. C. 20006



Printed on Recycled Paper

9/93

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Attachment: THE MARKET LANDSCAPE MAINTENANCE CONFIRMED CONTRACT (1135 : The Market Landscape Maintenance Bid)

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:
Lisa Roseland, Cheryl Foley, Susan L. Reich, Kim E. Niv, Patricia L. Slaughter, Leslie M. Donahue, Teresa L. Durham, Gloria A. Richards, Don Bramlage, Jeffrey W. Reich, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this May 23, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Gregg H. Okura*
Gregg H. Okura, Vice-President



State of California
County of Orange

On May 23, 2013 before me, Gina L. Garner, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Gregg H. Okura
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Gina L. Garner*
Gina L. Garner, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 30th day of June, 2015.

By: *Mark J. Lansdon*
Mark J. Lansdon, Assistant Secretary

ID-1438(Rev.05/13)

Attachment: THE MARKET LANDSCAPE MAINTENANCE CONFIRMED CONTRACT (1135 : The Market Landscape Maintenance Bid)



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751

1326 S. Ridgewood Avenue, Suite #15
Daytona Beach, FL 32114

Phone 407-786-7770 • Fax 407-786-7766
Phone 888-786-2663 • Fax 888-718-2663

www.FloridaSuretyBonds.com

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND
CERTIFICATION**

(W-9 Form)

Exhibit I

Form **W-9**
(Rev. August 2013)
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.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Tuff Turf, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

Address (number, street, and apt. or suite no.)

511 North County Road

City, state, and ZIP code

New Smyrna Beach, FL 32168

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

Employer identification number

2 0 - 4 2 1 2 8 2 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

1/28/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

CONTRACT SUM
Exhibit J

See bid forms submitted by CONTRACTOR (attached).



Landscape Maintenance – The Market

PROJECT: LANDSCAPE MAINTENANCE – THE MARKET

Name of Bidder: TUFF TUFF, INC.
 Mailing Address: 511 CR 415
 Street Address: SAME
 CITY/State/Zip: New Smyrna Beach, FL 32168
 Phone Number: (386) 760-4130
 FAX Number: (386) 760-3863

ALL PRICES F.O.B. HOLLY HILL

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. N/A through _____, on file at the City Clerk's Office for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents; that he/she will furnish the required Insurance Certificates.

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Mowing	42	EA	\$ 175. ⁰⁰	\$ 7,350. ⁰⁰
2.	Shrub Pruning	12	EA	\$ 80. ⁰⁰	\$ 960. ⁰⁰
3.	Ornamental Tree/ Palm Pruning	1	LS	\$ 200. ⁰⁰	\$ 200. ⁰⁰
4.	Mulch	1	EA	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
5.	Irrigation Inspection/ Maintenance	12	EA	\$ 150. ⁰⁰	\$ 1,800. ⁰⁰
6.	Irrigation Audit	2	EA	\$ 75. ⁰⁰	\$ 150. ⁰⁰
TOTAL BID:					\$ 11,460. ⁰⁰



Landscape Maintenance – The Market

** Bid shall be awarded based on the estimated quantities per calendar year ("Total Bid"). Addition or subtraction of any item based on actual work performed shall be accomplished through the established unit prices included on this bid sheet. See General Conditions and Measure and Payment sections for further details. **

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 30th day of June, 2015.

Turf Turf Inc.
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

John Cheney
(Printed name of person signing FORM)

Vice President/Owner
(Title of person signing FORM)

Sworn to and subscribed before me

This 30th day of June

2015 Pamela A. Peerless

Signature of Notary (& Stamp)

Notary Public, State of

Personally Known ☒ or

Produced Identification _____
(type of identification)



PAMELA A. PEERLESS
MY COMMISSION # EE 149113
EXPIRES: February 29, 2016
Bonded Thru Budget Notary Services

Attachment: THE MARKET LANDSCAPE MAINTENANCE CONFIRMED CONTRACT (1135 : The Market Landscape Maintenance Bid)

GENERAL CONDITIONS

PART 1 – GENERAL REQUIREMENTS

1.1 SCOPE OF WORK

- a. Maintain City owned property known as "The Market" located at 101 2nd Street that requires mowing, edging, trimming, pruning, weeding, mulching, and irrigation maintenance.
- b. This scope of services represents the minimum standards required. The ultimate responsibility of the contractor is to provide lawns and/or landscaping that is at all times attractive and uniformly manicured, which will reflect favorably upon the City of Holly Hill and the Contractor.
- c. The approximate size of the reference property is 1.7 acres.

1.2 CONTRACT TERM AND OPTION TO RENEW

- a. The initial term of this contract shall be for fourteen (14) months, commencing in August 2015, with an option to renew for two (2) additional one (1) year terms, based on performance.
- b. Prior to completion of each contract term, the City may consider an adjustment of the contract price based on changes in the contractor's operating cost, labor rates, fuel costs, etc. The contractor may request a price increase based on the same terms and conditions equal to 75% of the Consumer Price Index for the Southeast Region. The contractor shall provide a written request for the CPI adjustment by the July 1st preceding the contract renewal date. If a CPI adjustment is not requested, entitlement to the CPI adjustment is waived for the new renewal term and shall not be taken into consideration in future CPI adjustment calculations.

1.3 MANDATORY SITE VISIT

- a. Prior to submitting a bid, it is required that the contractor visit the site of the proposed work and to become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The contractor is also required to examine the general requirements and be thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. It is the contractor's responsibility to indicate that they have performed the site visit on Attachment M.
- b. This facility is gated and will be made available for a site visit and review of the grounds. This date and time of this site visits shall be:
June 17, 2015 from 10:00 am – 11:00 am
and
June 17, 2015 from 10:00 am – 11:00 am
- c. It is the responsibility of the bidder to attend the site visit during one of the allotted timeframes, special appointments will not be made.

1.4 IRRIGATION COMPETENCY CARD

- a. Contractors submitting a bid for Landscape Maintenance, or an employee of said contractor, shall hold a valid Volusia County Health Department Irrigation Competency Card. Irrigation inspection and maintenance work cannot be subcontracted.
- b. The contractor shall be required to submit a current copy of the valid card.
- c. Contractor shall be responsible to submit an updated copy of the card subsequent to any change or renewal.

1.5 BONDING

- a. A 5% Bid Bond is required for a bid submittal.
- b. A 100% Performance Bond is required prior to contract execution.

1.6 INSURANCE

- a. The contractor shall be required to submit current Certificates of Insurance listing the City of Holly Hill as additional insured:
 - 1. Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation insurance for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$1,000,000 for Employer's Liability.
 - 2. Comprehensive General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury. The limits will not be less than \$1,000,000 Combined Single Limit (CDL) or its equivalent.
 - 3. Comprehensive Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.
- b. Contractor shall be responsible to submit updated insurance certificate(s) subsequent to any change or renewal.

1.7 BUSINESS TAX RECEIPT

- a. The contractor shall be required to submit current Business Tax Receipt.
- b. Contractor shall be responsible to submit an updated BTR subsequent to any change or renewal.

1.8 CONTACT PERSON

- a. The contractor shall provide the City's designated representative with a phone number where a message can be left for the contractor 24 hours a day. An answering machine connected to the contractor's normal phone line is an acceptable method of meeting this requirement. The contractor shall check for messages left at this phone number every 24 hours or less.

1.9 SCHEDULING OF WORK

- a. All work The Contractor shall plan the work and carry it out with minimum interference to the operation of City and/or its contractors utilizing the property.

1.10 SAFETY REQUIREMENTS

- a. The Contractor shall strictly abide by all Occupational Safety and Health Administration (OSHA) regulations and any other such regulations as may apply regarding the requirement and use of proper equipment, and the employment of certified personnel experienced in the type of work to be undertaken under this Contract.

1.11 PERFORMANCE TERMINATION

- a. Landscape work shall be inspected by city staff and/or a city representative on a monthly basis. The contractor shall be notified of any areas of the site that do not meet the General Requirements described herein, and will be given one week to correct. This notification shall be considered a "First Warning". If the contractor is notified again of any area that does not meet the General Requirements described above, it shall be grounds for termination of the contract and forfeiture of the performance bond.

1.12 DEFINITIONS

- a. The term "owner" refers to the City of Holly Hill.

- b. The term "contractor" refers to the person, partnership, corporation, or agency that will perform the landscape maintenance work.
- c. The term "excluded damage" as used in this document shall refer to damage caused by vandalism, pedestrians, vehicles, animals (except insects and rodents), or other unusual factors. It does not include damage caused by the contractor's actions, lack of reasonable care, pest damage (such as insects), diseases, or plant loss due to lack of water caused by an irrigation system programming error, irrigation system breakage, or irrigation malfunction. (It is assumed that most plants can survive for at least one week without irrigation, during which time any irrigation problems should become apparent to the contractor. Exceptions may be made if the owner's authorized representative determines that unusual circumstances contributed to a loss.)

PART 2 – PRODUCTS

2.1 MULCH

- a. All mulch, and associated materials shall be clean green material, to promote pathogen reduction and weed seed kill.
- b. Mulch is to be pine bark.

2.2 IRRIGATION SYSTEM COMPONENTS

- a. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the owner's designated representative.
- b. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system.

PART 3 – EXECUTION

3.1 LEVEL OF SERVICE

- a. This scope of services represents the minimum standards required. The ultimate responsibility of the contractor is to provide lawns and/or landscaping that is at all times attractive and uniformly manicured, which will reflect favorably upon the City of Holly Hill and the Contractor.
 - 1. Turf areas shall be mowed no less than the number of days indicated in this bid package. Additional mowing, required during times of heavy growth, may be necessary to maintain a healthy manicured lawn.
 - 2. St. Augustine grass shall be maintained at a height of four (4) inches. Bermuda grass shall be maintained at a height of two (2) inches. No more than 1/3 of the leaf blades should be removed with any mowing, more frequent mowing shall be required if more than 1/3 growth is removed on a weekly basis. Scalping will not be tolerated and will be grounds for termination.
 - 3. Edging, trimming, and debris removal from sidewalks, curbs and parking areas shall be performed each time an area is mowed.
 - 4. Contractor shall maintain lawns, landscape beds, sidewalks, parking areas, curbing, and any water feature/fountain free of debris and litter at all times.
 - 5. Contractor shall prune and shape, as needed, all shrubs to maintain the natural form of the plants and to maintain its growth within the landscape beds. Shrubs include but are not limited to hedges, groundcover, and foundation plantings.

6. The contractor shall be responsible for repair/replacement costs (parts/labor) related to damages occurring in the course of maintenance to the turf areas, landscape beds, trees, irrigation system, or any other City owned property on site. The contractor shall notify the contract administrator immediately upon damage.
7. Maintenance personnel on site shall maintain a respectable level of attire and conduct themselves in a respectful and orderly manner. The Business Name and phone number shall be clearly indicated on any service vehicle and/or employee uniform while performing routine maintenance as indicated in these general requirements.

3.2 SCHEDULE

- a. The Market property is to be mowed, neatly edged and trimmed, and debris blown / removed from all walks, parking areas and curbs according to the schedule shown in Table 3.1 below.

Table 3.1	
Month	Number of Mowings
January	2
February	2
March	4
April	4
May	4*
June	4*
July	4*
August	4*
September	4*
October	4
November	2
December	2
Total	40-42

* Scheduling shall take into account months that may require 5 mowings. Costs associated with additional mowing should be considered in final bid amount.

- b. Contractor shall prune and shape, on a monthly basis, all shrubs and trees to maintain the natural form of the plants and to maintain its growth within the landscape beds. Shrubs include but are not limited to hedges, groundcover, and foundation plantings.
- c. Contractor shall be required to submit a written schedule upon award of contract to the City's designated representative.
- d. Mowing shall be postponed, and City's designated representative shall be notified when weather or conditions will result in rutting or damaged turf.

3.3 MINIMUM EQUIPMENT REQUIREMENTS

- a. Contractors wishing to bid must have, at minimum, the type and amount of equipment listed in Table 3.2 to perform maintenance as required. Equipment site inspections may be performed prior to awarding bid. Contractors shall complete Attachment N.

Table 3.2

General Conditions - 4

Equipment Description	Quantity
20 h.p. (or greater) commercial rotary mower with a 48" cut (or greater)	1
Commercial Grade String Trimmer	2
Commercial Grade Edger	2
Commercial Grade Backpack Blower	2
Commercial Grade Hedge Trimmer	1
Transport Vehicle and Trailer	1

- b. Additional equipment and various hand tools may be necessary to perform the work described in the requirements. The City of Holly Hill shall not be responsible for providing or for reimbursing the contractor for the purchase of any equipment necessary.

3.4 WEEDING

- a. Contractor shall keep all landscape beds neatly edged and free of weeds.
1. Contractor shall hand weed landscape beds no less than one time per month. Chemical weed control is permissible, but shall not reduce the occurrence of hand weeding. Contractor is responsible for any plants killed by overspray of chemicals.
- b. Contractor shall remove all grass and weeds growing between all expansion joints, cracks in sidewalks and curbing, walkways and parking areas. After vegetation is removed non-selective herbicide may be used to maintain these areas.

3.5 EDGING

- a. Sidewalks, curbs, plants, walkways, roadway edges, space between planter beds, concrete slabs, tree circles, and bed edges shall be mechanically edged with a steel bladed edger on each visit in order to maintain a neat, clean turf edge. String type edgers shall not be used for this function.
- b. Clippings shall be either vacuumed or blown off all surfaces, and removed from premises at the time edging is completed.
- c. Chemical defoliant or herbicides (i.e., "Round Up") shall not be used as an "edger".

3.6 STRING TRIMMING

- a. Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach each time mowing services are completed.
- b. Grass shall be trimmed to the same desired height as determined by the mowing operation.

3.7 DECORATIVE TREE / PALM PRUNING

- a. Only staff that has been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use hand pruners or loppers on trees and shrubs.
- b. Pruning shall be completed by the Contractor in such a way and at the best time for flower bud development, foliage growth and as the health of the plant may require.
- c. Palm Trees shall be trimmed on a periodic basis to remove only dead fronds, 60% or more of the frond is brown, and seed stalks. "Hurricane Cutting" shall not be permitted.
- d. Crape Myrtles shall be lightly pruned in the late winter to remove seedpods and crossed branching. Only cut limbs that are smaller than 1/2" diameter unless removing a branch at the connection point to the trunk. The tree shall have a rounded or "umbrella" appearance when completed and be maintained at a height not to exceed 10 feet. Reference the "Crape Myrtle Pruning Publication No. ENH1138" published by the Institute of Food and Agricultural Sciences (IFAS), University of Florida.

3.8 SHRUB AND HEDGE PRUNING

- a. Contractor shall prune and shape, as needed, all shrubs to maintain the natural form of the plants and to maintain its growth within the landscape beds. Shrubs include but are not limited to hedges, groundcover, foundation planting, and ornamental trees.
- b. Shrubs shall be pruned to maintain a clearance of at least 18 inches from structures.
- c. Shrubs shall be pruned during the season to remove dead, diseased, injured and unproductive wood to assist in maintaining their natural shape, size and configuration.
- d. Shrubs shall not be clipped into a ball or box form unless such is required by the design.
- e. Shrubs will be pruned year round with generally accepted horticultural practices in accordance with the intended function of the plant in its present location to maintain optimum health and appearance.
- f. Perennial and ornamental shrubs will be pruned as required and cutback at the appropriate time of the growing season.
- g. Shrubs shall be maintained below the heights of the windows and less than 36" in other active pedestrian areas.
- h. Shrubs at parking lot ingress and egress must be pruned to ensure safe visibility for cars entering and exiting.
- i. Branches are not to be cut individually. Cuts shall be inside the outside foliate to thin out. Hedging or shearing will not be permitted unless required for pedestrian or vehicular traffic flow. Tip pinching will be employed.
- j. Only use shears on formal hedges where previous practice was to shear.
- k. Contractor shall remove non-hedge growth from hedges and shrubs; such as but not limited to Spanish moss, vines, and grasses.

3.9 GROUND COVER PRUNING

- a. Contractor shall prune and shape ground cover throughout the growing season with trained personnel, in accordance with sound horticultural practices. Ground cover beds shall be maintained to maintain a clearance of at least 18 inches from structures and shall not be permitted to encroach into lawns, adjacent plants, paved and building surfaces. Established groundcover shall be maintained 4" to 6" off edges with a beveled or rolled edge.
- b. Shear or cutback ground cover annually in the dormant season if horticultural practice so dictates or is required or is recommended by a specific type of ground cover.
- c. Trimmings shall be removed when the service is performed. The contractor shall legally dispose of the debris from pruning at an off-site location approved by local authorities.

3.10 MULCH

- a. Mulch shall be kept clean and fresh at all times and shall be kept at a depth of 3 - 4 inches; no mulched area shall exceed four (4) inches in depth.
- c. Mulch shall not be permitted to come into contact with the tree trunks or shrub stems.
- d. Mulch is to be pine bark.
- e. Mulch shall be replenished in once (1) per year in March.

3.11 IRRIGATION

- a. Irrigation Audit:
 1. The contractor shall perform an irrigation audit two (2) times per year. Audits shall coincide with watering restriction time changes set by the St. Johns River Water Management District, which are the second Sunday in March and the first Sunday in November. Audits shall include but are not limited to adjusting the clock time, programming the correct day/days to water, and adjusting zone run times.
- b. Water Application and Scheduling:
 1. Irrigation shall be made by the use of the permanent irrigation systems. Hand water as needed to supplement the permanent system. Failure of the irrigation

system to provide full and proper coverage shall not relieve the landscape maintenance contractor of the responsibility to provide adequate irrigation. It is the contractor's responsibility to make sure that the irrigation system is maintained and operates properly.

2. It is the responsibility of the contractor to conserve water and assure that all watering rules and regulations are followed. Any penalties, fines, or citations for watering ordinance violations shall be paid by the contractor.
3. Do not overwater plantings. Use multiple-start times and short run times to prevent run-off. Drip systems should be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.
4. Adjust watering times to not impact operations of the tenant in the building. Adjust timer settings for changes from Daylight Savings time and Eastern Standard Time when required.

c. Irrigation System Maintenance / Repair:

1. The contractor shall examine the irrigation system for damage or malfunction on at each scheduled visit and shall report damage or malfunction to the City's designated representative in writing. If the contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the contractor shall be responsible for all damages resulting from the broken irrigation system component. The contractor shall check the entire irrigation system for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the contractor's negligence and shall be replaced at the contractor's expense.
2. The landscape maintenance contractor shall replace or repair, at the landscape maintenance contractor's expense, any irrigation components damaged, unless due to excluded damage. Repair shall be made within two weeks of the day the damage occurred. If the damage was due to excluded damage, the irrigation repairs will be paid for as additional work. The contractor shall make notification of needed repairs within two weeks of the day the damage occurred. Regardless of the cause of damage, the contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. The following items, or similar, are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (ie; raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than 1/2 inch or 15 mm diameter. These minor repair items shall be corrected by contractor at contractor's expense.
3. Any major or excluded damage repair shall be negotiated and must be approved prior to repair. No payment shall be made for work complete outside the authorized scope. As soon as possible after receiving written authorization to proceed, the contractor shall make repairs.
4. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the

original and must be approved in advance by the owner's designated representative.

5. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the owner's designated representative.
6. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

3.12 HURRICANE PREPAREDNESS

- a. As part of the work to be performed coincides with the recognized Florida hurricane season, the Contractor's attention is drawn to the possibility of hurricane conditions, or severe storm conditions, occurring during the course of Contract work.
 1. Hurricane Watch: The Contractor shall clean debris and branches from the site to protect structures at the site.
 2. Hurricane Warning: No non-emergency facility under the control of the City of Holly Hill, or on City property, shall be staffed during a hurricane warning. Contractor services shall not be performed at these times.

3.13 CLEAN-UP

- a. Any excess soil or debris created by the landscaping operations shall be removed promptly, keeping the site clean as the work is performed. Sweep or blow-off all walks, curbs, gutters, and parking areas at each scheduled visit. Do not sweep or blow trash, leaves, clippings, or landscape debris into planters or onto adjacent property. Collect all debris swept or blown from landscape areas and remove from the site.
- b. Do not use blowers prior to 7:00 A.M. or after 8:00 P.M. or at any other hours restricted by law. Do not use blowers around parked vehicles to avoid scratching vehicle paint with blowing sand and debris. Blowers may not be used where prohibited by law.
- c. All litter shall be removed from sidewalks, gutters, and all planted areas at each scheduled visit. In no case shall trash, litter, or leaves be blown or swept onto the property of others. All trash, litter, leaves, etc. shall be collected, hauled away, and disposed of legally.
- d. Clippings if bagged shall be removed from the property on the same day the property is serviced.
- e. Grass clippings, trimmings, pruning debris and any other debris shall be removed from adjacent walks, drives, gutters, curbs, or surfaces on the same day as mowed or trimmed. No debris may be stored onsite prior to disposal.

3.14 METHOD OF PAYMENT

- a. The contractor shall submit an invoice to the City's designated representative at the end of each month of service. The invoice shall contain the contract and/or purchase order number, date, and location of service.
- b. Work required beyond the general requirements shall be negotiated prior to any additional work being performed. The contractor shall submit a separate invoice to the City's contract administrator after work is completed. The invoice shall contain the contract and/or purchase order number, date, and location of service.

MEASURE AND PAYMENT**PART 1 - GENERAL**

- 1.1 The contractor shall submit an invoice to the City's designated representative at the end of each month of service. The invoice shall contain the contract and/or purchase order number, date, location of service, and work completed.
- 1.2 Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.
- 1.3 Work required beyond the general requirements shall be negotiated prior to any additional work being performed. No payment shall be made for work complete outside the authorized scope. The contractor shall then submit a separate invoice to the City's designated representative for after work is completed. The invoice shall contain the contract and/or purchase order number, date, and location of service.

PART 2 - MATERIALS AND EQUIPMENT

- 2.1 Mowing Bid Item 1

This item shall be paid based on the total cost per mow and shall include the right of way between the fenced perimeters of the property and the roadway edge. "Mow" includes all necessary edging, trimming, and debris removal from sidewalks, curbs and parking areas; maintenance of all areas to remain free of debris and litter.

This item shall be paid based on each mow completed as per the schedule included in the General Conditions (0500). Estimated quantity of mows is 42 per calendar year.

Payment of the unit price shall be full compensation for furnishing all required labor and equipment to perform the work.
- 2.2 Shrub Pruning Bid Item 2

This item shall be paid based on the total cost to prune and shape all shrubs to maintain the natural form of the plants and to maintain its growth within the landscape beds. Shrubs include but are not limited to hedges, groundcover, and foundation plantings.

This item shall be paid based on each pruning completed. Pruning is to be completed once per month.

Payment of the unit price shall be full compensation for furnishing all required labor and equipment to perform the work.
- 2.3 Ornamental Tree/ Palm Pruning Bid Item 3

This item shall be paid based on the total cost to prune and maintain ornamental trees and palms. Pruning is to be completed as needed and in accordance with industry standards.

This item shall be paid on a lump sum basis. The Contractor may invoice the amount due based on the percentage of total work actually completed.

Measure and Payment - 1

Payment of the lump sum shall be full compensation for furnishing all required labor and equipment to perform the work.

2.4 Mulch Bid Item 4

This item shall be paid based on the total cost to maintain mulch in landscaping beds and to replenish all landscaping beds once per year.

This item shall be paid upon completion of mulch replenishment each March.

Payment of the unit price shall be full compensation for furnishing all required labor, equipment, and materials to perform the work.

2.5 Irrigation Inspection/ Repair Bid Item 5

This item shall be based on the total cost complete inspection of the irrigation system and complete any minor repairs necessary. Inspection includes, but is not limited to, observing dry spots and missing or malfunctioning irrigation components, checking for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. Minor repairs include, but are not limited to, repairing or replacing damaged or clogged sprinkler nozzles/heads, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (ie; raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than 1/2 inch or 15 mm diameter.

This item shall be paid on a monthly basis.

Payment of the unit price shall be full compensation for furnishing all required labor, equipment, and materials to perform the work.

2.6 Irrigation Audit Bid Item 6

This item shall be based on the total cost complete a full irrigation audit. This shall include, but not be limited, to adjusting the clock time, programming the correct day/days to water, adjusting zone run times, and ensuring full and proper coverage of watering areas.

This item shall be paid based on each audit completed. There are to be two (2) irrigation audits per calendar year.

Payment of the unit price shall be full compensation for furnishing all required labor and equipment to perform the work.



CITY OF HOLLY HILL
 The City with a Heart
 1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117
 www.hollyhillfl.org

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**Community
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Resource Center**
 386-248-9453
 Fax 386-248-9437

MEMORANDUM

To: Joseph A. Forte, City Manager
From: Mark T. Juliano, Public Works Director 
Re: Landscape Maintenance – The Market
 Bid Results - Recommendation
 Re: August 7, 2015

On June 30, 2015, the City received bids for the contract "Landscape Maintenance – The Market". The following four (4) bids were received for consideration:

Ashlie Environmental, Port Orange, Florida

Servello & Son Inc., Debary, Florida

Tuff Turf Inc., New Smyrna Beach, Florida

ABC Express Lawn Care LLC, Debary, Florida

Of the four (4) bids received, only Tuff Turf met the required bid specifications for the project.

Tuff Turf was the only bidder to provide the required Irrigation Competency Card. Additionally, Servello & Son previously had the contract for landscape maintenance at the Market, but was terminated in November of 2012 for unsatisfactory performance. (Termination letter on file)

Recommendation:

Award the contract "Landscape Maintenance – The Market" to Tuff Turf



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

**City Commission
Agenda Item**

MEETING DATE: August 25, 2015
FROM: Mark Juliano
SUBJECT: Inventory Surplus - Equipment
NUMBER: (ID # 1149)
APPLICANT:
PLANNER:

DISCUSSION:

Periodically, end of life equipment are retired and disposed. The Public Works Department has reviewed items that have expended their book value and useful lives for surplus/obsolete items. The attached August 4, 2015 Inventory Surplus Request Form list has been created.

Included are (16) fire hydrants of various make, size and age, (3) 3-drawer file cabinets, and an electric steam table.

It is recommended that all equipment listed above be disposed through public auction or salvaged. The City utilizes a third party online auction site, GovDeals.com, to list and sell surplus vehicles and equipment and Holly Hill Salvage and Junk to salvage items that no longer have a book value.

FISCAL ANALYSIS:

The proceeds from the sale of the surplus items will be placed in the appropriate fixed asset disposal account.

STAFF RECOMMENDATION:

That the City Commission declare the equipment identified in the attached documents as surplus and, authorize the disposal of the surplus equipment through GovDeals or for scrap value, as appropriate.

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 STAFF RECOMMENDATION.

- Inventory Surplus Request Form 8-4-15 (PDF)
- Equipment Description & Pictures (PDF)



Inventory Surplus Request Form

Multiple Departments
August 4, 2015

Asset Tag	Asset Type Description	Serial Number	Ven/Unit	Manufacturer	Model	Book Value	Date of Purchase
n/a	QTY = 16 file hydrants of various makes, size and age	n/a	n/a	multiple	multiple	\$0.00	unknown
n/a	QTY = 3 3-drawer file cabinets	n/a	n/a	n/a	n/a	\$0.00	unknown
2006001963	Electric Steam Table	n/a	n/a	unknown	n/a	\$0.00	unknown
Totals						\$0.00	

City Manager Signature/Date



INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description Lot of (16) fire hydrants of various make, size and age

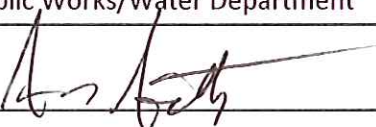
Tag # n/a **Serial #** n/a

Manufacturer multiple **Model #** n/a

Vehicle # n/a

Reason for Request to Surplus: These hydrants are no longer functioning.

Department: Public Works/Water Department

Supervisor: 

Date: 7-30-15

Please Return To: Finance Department
FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Purchase Date/Purchase Cost unknown.

Recommendation: Auction these items on govdeals. Recommended reserve \$50 each

Approved Disposal Method: _____

q.c.5



07/29/2015 14:34

07/29/2015 14:34





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description (3) 3-drawer file cabinets

Tag # City ID tags 00197, 00103, 00102 **Serial #** n/a

Manufacturer unknown **Model #** n/a

Vehicle # n/a

Reason for Request to Surplus: No longer being used.

Department: General Government/City Hall

Supervisor: 

Date: 8/3/15

Please Return To: Finance Department
FINANCE DEPT USE ONLY

Authorized By _____ **Date** _____

Notes: Purchase Date/Purchase Cost unknown. Cabinets assumed to have expended their

book values and useful lives.

Recommendation: Sells these items for scrap at Holly Hill Salvage and Junk

Approved Disposal Method: _____

07/29/2015 14:58





INVENTORY SURPLUS FORM

PLEASE PRINT ALL INFORMATION

Equipment Description

Electric Steam Table

Tag # 2006001963

Serial # n/a

Manufacturer unknown

Model # n/a

Vehicle # n/a

Reason for Request to Surplus:

This steam table no longer functions.

Department:

Public Works/Water Department

Supervisor:

Date:

7-30-2015

Please Return To: Finance Department

FINANCE DEPT USE ONLY

Authorized By

Date

Notes: Purchase Date: 06/01/1978; Purchase Cost: \$2,169.00; Book Value: \$0.00

Recommendation: Keep bottom (if possible) for dolly, scrap the rest at Holly Hill Salvage and Junk

Approved Disposal Method:





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

**City Commission
Resolution**

MEETING DATE: August 25, 2015
FROM: Mark Juliano
SUBJECT: Volusia County Local Mitigation Strategy
NUMBER: (ID # 1152)
APPLICANT:
PLANNER:

DISCUSSION:

Florida is currently operating under Program Administration by States (PAS) with regard to the review and approval of Local Mitigation Strategy (LMS) plans.

The Volusia County Local Mitigation Strategy is a working group, which has established a comprehensive, coordinated planning process involving the county and its municipalities. The LMS, represented by staff throughout municipalities of the county, have identified, justified and prioritized a number of proposed projects and programs needed to mitigate the vulnerabilities as identified by municipalities. A list of Holly Hill initiatives is attached.

Volusia County is asking that all jurisdictions accept and approve its designated portion of the Volusia County LMS and accept and endorse the mitigation goals and objectives established by Volusia Prepares for the countywide plan.

All pertinent files are located on the City Clerk's office.

FISCAL ANALYSIS: None at this time.

STAFF RECOMMENDATION:

Authorize the City Manager to adopt the LMS

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 RESOLUTION 2015-R-39, AUTHORIZING THE CITY MANAGER TO ACCEPT AND APPROVE ITS DESIGNATED PORTION OF THE VOLUSIA COUNTY LOCAL MITIGATION STRATEGY PLANS.

ATTACHMENTS:

- Holly Hill Initiatives 08-10-2015 (PDF)
- FDEM.APALetter.Volusia.6.22.15 (PDF)
- FDEM LMS PAS Memo (PDF)
- Volusia County Flood Warning Program A (PDF)
- Volusia County Flood Warning Program B (PDF)

Resolution No. (ID # 1152)**VOLUSIA COUNTY LOCAL MITIGATION STRATEGY****RESOLUTION 2015-R-39**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT AND APPROVE ITS DESIGNATED PORTION OF THE VOLUSIA COUNTY LOCAL MITIGATION STRATEGY PLANS AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, areas of Holly Hill are vulnerable to the human and economic costs of natural, technological and societal disasters; and

WHEREAS, the Holly Hill governing body realizes the importance of reducing or eliminating those vulnerabilities for the overall good and welfare of the community; and

WHEREAS, Holly Hill has been an active participant in Volusia Prepares, the Local Mitigation Strategy working group, which has established a comprehensive, coordinated planning process involving the county and its municipalities, as well as other public and private sector organizations, to eliminate or decrease these vulnerabilities; and

WHEREAS, Holly Hill representatives and staff have identified, justified and prioritized a number of proposed projects and programs needed to mitigate the vulnerabilities of unincorporated areas of Volusia County to the impacts of future disasters; and

WHEREAS, Holly Hill representatives and staff have reviewed the information provided by or for other participating jurisdictions and organizations, including the projects and programs they have proposed for incorporation into the Volusia County Local Mitigation Plan; and

WHEREAS, these proposed projects and programs have been incorporated into the current edition of the Volusia County Local Mitigation Plan that has been prepared and issued for consideration and implementation by the communities and jurisdictions of Volusia County.

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

SECTION 1. Holly Hill hereby accepts and approves of its designated portion of the Volusia County Local Mitigation Plan.

SECTION 2. Holly Hill accepts and endorses the mitigation goals and objectives

established by Volusia Prepares for the countywide plan, and the anticipated schedule for the next updating of the plan.

SECTION 3. Holly Hill finds that the proposed mitigation projects and programs included in the plan by other jurisdictions and organizations are acceptable, that they will not adversely affect the county or its neighborhoods, and that they do not conflict with or duplicate the mitigation proposals made by the county itself.

SECTION 4. The agency personnel of Holly Hill are requested and instructed to pursue available funding opportunities for implementation of the proposals designated therein.

SECTION 5. The agencies and organizations within Holly Hill will, upon receipt of such funding or other necessary resources, seek to implement the proposals contained in the county's individual section of the strategy.

SECTION 6. Holly Hill will continue to participate in the updating and expansion of the Volusia County Local Mitigation Plan in the years ahead.

SECTION 7. Holly Hill will further seek to encourage the businesses, industries and community groups operating within Holly Hill to also participate in the updating and expansion of the Volusia County Local Mitigation Plan in the years ahead.

SECTION 8. 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 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 25th day of AUGUST, 2015.

Mitigation Initiatives by Jurisdiction - Volusia County, FL

Project #	Priority	Initiation	Responsible Organization	Hazard(s)	Category	Initiative	Funding	Anticipated Start Date	Completion Date	Status	Notes	Initiative	Prevention - P Property Protection - PP Structural - S Emergency Services - ES Public Education - PE																Priority
													Prevention - P	Property Protection - PP	Structural - S	Emergency Services - ES	Public Education - PE	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	
VOL-0183	L	Holly Hill	Public Safety	Multi	ES	VOL-0183 Purchase a passenger van/trailer and traffic control equipment	HMG P	11/17/2002	Jan-16	Current		VOL-0183 Purchase a passenger van/trailer and traffic control equipment	2	3	5	2	1	3	1	3	1	0	0	4					
VOL-0278	L	Holly Hill	City of Holly Hill	Flood	S	VOL-0278 Trailer mounted emergency pumps	HMG P	2/1/2003	1/1016	Current		VOL-0278 Trailer mounted emergency pumps	2	3	5	4	3	5	4	3	3	4	0	10		L			
VOL-0279	L	Holly Hill	Public Works	Flood	S	VOL-0279 State Avenue (6th - 8th St) Department Stormwater	HMG P	1/12/2005	Jan-16	Current		VOL-0279 State Avenue (6th - 8th St) Department Stormwater	2	2	5	4	4	3	1	3	3	2	0	8		L			
VOL-0280	L	Holly Hill	Public Works	Flood	S	VOL-0280 Tuscaloosa Street drainage Department improvements	HMG P	1/12/2005	Jan-16	Current		VOL-0280 Tuscaloosa Street drainage Department improvements	2	2	5	4	4	3	1	3	3	2	0	8		L			
VOL-0281	L	Holly Hill	Public Works	Flood	S	VOL-0281 Eagle Drive and Peacock Rd Department Drainage Improvements	HMG P	1/12/2005	Jan-16	Current		VOL-0281 Eagle Drive and Peacock Rd Department Drainage Improvements	2	2	5	4	4	3	1	3	3	2	0	8					
VOL-0282	L	Holly Hill	Public Works	Flood	S	VOL-0282 Espanola Ave Drainage Department Improvements	HMG P	1/12/2005	Jan-16	Current		VOL-0282 Espanola Ave Drainage Department Improvements	2	2	5	4	4	3	1	3	3	2	0	8					
VOL-0357	L	Holly Hill	City of Holly Hill	Flood	PP	VOL-0357 Cave Avenue Structure purchase	HMG P	2/14/2005	Jan-16	Current		VOL-0357 Cave Avenue Structure purchase	2	2	3	4	4	3	1	3	3	4	0	10		L			
VOL-0457		Holly Hill	City of Holly Hill	Multi	PP	VOL-0457 Hurricane shutters and City Hall Annex	HMG P	9/11/2013	Jan-16	Current		VOL-0457 Hurricane shutters and City Hall Annex	3	4	0	1	3	5	4	4	2	0	5	31		H			



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
 Governor

BRYAN W. KOON
 Director

June 22, 2015

Ms. Pat White
 Local Mitigation Strategy Coordinator
 3825 Tiger Bay Road
 Daytona Beach, Florida 32124

Re: Volusia County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Ms. White:

This is to confirm that we have completed a State review of the Volusia County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201/6(b)-(d). Based on our review and comments, Volusia County developed and submitted all the necessary plan revisions and our staff has reviewed and approved these revisions. We have determined that the Volusia County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Volusia County, Unincorporated
 City of Daytona Beach
 City of Daytona Beach Shores
 City of DeBary
 City of DeLand
 City of Deltona
 City of Edgewater
 City of Holly Hill
 City of Lake Helen
 City of New Smyrna Beach
 City of Oak Hill
 City of Orange City
 City of Ormond Beach
 City of Pierson
 City of Ponce Inlet
 City of Port Orange
 City of South Daytona
 Volusia County School Board

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal

Mr. Miles Anderson
June 22, 2015
Page two

Emergency Management Agency (FEMA) who will issue formal approval of the Volusia County LMS.

If you have any questions regarding this matter, please contact David M. Block at 850-413-9959 or david.block@em.myflorida.com.

Respectfully,



Miles E. Anderson,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA/dmb

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

October 1, 2014

MEMORANDUM

TO: Local Mitigation Strategy Working Group Chair/Coordinator

FROM: Miles E. Anderson, Mitigation Bureau Chief
State Hazard Mitigation Officer
Florida Division of Emergency Management *ME*

RE: State approval of LMS plans under Program Administration by States (PAS)

Florida is currently operating under PAS with regard to the review and approval of Local Mitigation Strategy (LMS) plans.

Under this designation, the Florida Division of Emergency Management (FDEM) will manage the approval of LMS plans with minimal Federal Emergency Management Agency (FEMA) oversight. FEMA will continue to send final approval letters to local communities for their mitigation plans.

The process:

Plan updates should be submitted to the state for review six (6) months prior to the plan expiration date. Once received, FDEM will complete the first review of each LMS plan within 30-days of receipt whenever possible. Once the plan has been reviewed by FDEM, the county will be notified that the plan is either in need of revisions, approved pending adoption, or approved.

- **Needs Revisions:** If the plan is determined to be insufficient the FDEM Mitigation Planning Unit will provide technical assistance to the local jurisdiction until they believe that the plan adequately meets the regulations according to FEMA's standards.
- **Approved Pending Adoption (APA):** After FDEM reviewers determine that the plan adequately meets all regulations according to FEMA's standards, they will notify the local jurisdiction by email and letter that the plan is ready to be adopted.
- **Approved:** Once a plan is adopted, FDEM will notify FEMA that the LMS plan is approved and provide a copy of the adoption resolution, the final plan, and a completed Plan Review Tool. FEMA will issue a formal approval letter for FDEM to transmit to the local community.

If you have any questions or need any further information regarding this change please do not hesitate to contact your state LMS liaison.

MEA/jlp

Appendix K

Flood Warning Plan



Volusia County
Flood Warning Program

March 2015

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VOLUSIA COUNTY FLOOD HAZARDS/ THREAT RECOGNITION SYSTEM (FTR)

Volusia County Flood Hazards/ Flood Threat Recognition System

Volusia County Flood Hazards

1. Community information

Volusia County is located in the central portion of the Florida east coast. The land area of Volusia County is approximately 1,210 square miles, with 50 miles of Atlantic Ocean shoreline. Along the eastern side of the county, the Halifax River and Indian River/Mosquito Lagoon form long, narrow estuaries which separate the county's mainland from its barrier island. Ponce DeLeon Inlet, located near the middle of the coastline, serves as the county's only inlet through the barrier island and the major passage through which Atlantic Tides and storm surge propagate into the estuaries. The Tomoka River and St. Johns River are other major estuaries located in the county.

Volusia County has a subtropical climate, with long, warm, and humid summers and short, mild winters. The average annual precipitation is approximately 48 inches. Over half of this rainfall occurs from June 1 through November 30, the Atlantic hurricane season.

2. Types, causes, and sources of flooding

Flooding in Volusia County results from tidal surges associated with hurricanes, northeasters, and tropical storm activity and from overflow from streams and swamps associated with rainfall runoff. Major rainfall events occur from hurricanes, tropical storms, and thundershowers associated with frontal systems. During periods of intensive rainfall, smaller streams tend to reach peak flood flow concurrently due to a relatively short time of concentration, with elevated tailwater conditions associated with coastal storm surge. This greatly increases the likelihood of inundation of low-lying areas along the coast. Areas along the Halifax River, Tomoka River, Indian River, and Mosquito Lagoon are particularly vulnerable to this flooding. In the western part of the county, the St. Johns River periodically causing flooding from tidal surges and major rainfall events associated with hurricanes, tropical storms, and extended periods of heavy rainfall, such as during El Nino periods.

In eastern portions of the county, most of the flood prone areas feature relatively impermeable soil, a high water table, and flat terrain. These characteristics contribute significantly to flooding problems. Additionally, the flat slopes and heavily vegetated floodplains promote backwater effects and aggravate the flood problem by preventing the rapid drainage of floodwaters.

3. Depths and velocities

The USGS, NOAA, and the Florida Department of Transportation have installed discharge and stage gauges at several locations throughout the county. USGS stream gauges for the Tomoka River and B-19 canal provide significant historical flood data, and are useful for predicting future flood depths and velocities.

Storm surge associated with hurricanes and tropical storms can reach depths of up to 20+ feet, depending on the area of the county that is impacted and the category storm. Areas in and around the Indian River, Mosquito Lagoon, Ponce DeLeon Inlet, Spruce Creek, and the Tomoka River basin will experience the severest flooding associated with hurricanes and tropical storms. Other areas of the

county can expect to experience flooding associated with stormwater runoff due to hurricane/tropical storm associated rainfall. This shallow fresh water flooding occurs primarily due to poor drainage, and develops gradually. Depths countywide will vary from several inches to a foot or more depending upon storm intensity, duration, previous rainfall events, and tidal conditions.

Velocities of floodwaters will vary according to location. Summaries of expected velocities for the various floodways located throughout the county are summarized in the following table:

Flooding Source	Mean Velocity (feet per second/max-min)
B-19 Canal	11.1 – 0.3
Bulow Creek	1.9 – 0.5
Groover Branch	5.5 – 1.2
Misner Branch	2.6 – 0.6
Spruce Creek	4.2 – 0.9
Thompson Creek	3.0 – 0.9
Tomoka River	4.1 – 0.2

4. Warning times and special hazards

In all cases including storm surge, the amount of time necessary to notify the public that may be impacted by expected flooding is measured in relatively long amounts of time, from three to seventy-two hours or more, depending on the event. During these times, Volusia County Emergency Management will provide multiple notifications to the private and public sectors of the anticipated event, magnitude, and protective actions to be taken.

There are no dams in or near Volusia County, so any flooding that occurs is a gradual process, with the exception of hurricane-related storm surge. In the case of storm surge, there is adequate time to evacuate the population at risk (from 10 to 35 hours, depending on category storm and direction of travel) such that immediate notification is not necessary. "Flash-flooding", that is, flooding that occurs within six hours of a rain event, does occur in Volusia County. However, the geography of the county is such that the flooding that occurs is generally of the "ponding" type in low-lying areas and is not associated with large "walls of water."

Storm surge is the greatest potential special hazard threatening Volusia County. Sea water weights approximately 1,800 pounds per cubic yard, and possesses potentially catastrophic destructive capability. Volusia County has 50 miles of coastal high hazard area, and has incorporated several warning systems to notify those citizens (approximately 150,000) at risk to storm surge of the need to evacuate, should an approaching hurricane require evacuation of the storm surge areas.

Flood Threat Recognition System

1. System Description/Emergency Warning Dissemination

The Volusia County Flood Threat Recognition System, located at the Volusia County Emergency Operations Center, consists of the following elements:

- Florida Emergency Warning and Information Network (EMWIN)
- River stage gauges throughout the County of Volusia rivers
- State Warning Point satellite communications telephone system (EMNET)
- Meteorogix® Storm Sentry Weather Radar/WeatherWire® Alert System
- National Weather Service flood advisories, watches, and warnings; telephone notification, provided to the EOC when a potential flood event may impact Volusia County; NWS messages are promulgated to all affected jurisdictions upon receipt; in the case of tropical storms/hurricanes and well defined storms, usually several days in advance of arrival
- Audible notification/alert provided by county and municipal law enforcement officials in the form of public address system announcements from county/municipal patrol vehicles to areas expected to flood
- On-line, real-time flood prediction and storm surge modeling provided by Hurrevac and HurrTrak® software systems
- FirstCall "Reverse-911" System, which provides a recorded message which contains the specific information provided by the flood threat warning originating agency (able to reach 100% of Volusia County)
- Brighthouse Cable "cable over-ride," which permits the publishing, by the EOC, of flood alert messages to all households that subscribe to cable; procedure is to call Brighthouse to request message
- Twitter (@VCEmergencyInfo) and Facebook real-time social media (search "Volusia County Emergency Management" on Facebook)
- National Weather Service NOAA Weather Radio – numerous at the VCEOC; VCEM has distributed NWS NOAA Weather Radios to all school facilities in Volusia County
- A system of real-time weather stations located throughout Volusia County. Volusia County Emergency Management owns a system of 13 real-time weather stations purchased from WeatherBug. Each station provides real-time temperature, wind speed/direction, humidity, barometric pressure, and rainfall. Volusia County Emergency Management is able to monitor each station during a rain event and, based on the rate and amount of rainfall, is able to alert communities of the flood threat. Volusia County Emergency Management shares this data with the National Weather Service Melbourne office.

The river gauges placed by USGS, NOAA, and the Florida Department of Transportation provide adequate advance warning, usually days, before flooding can be expected to occur. Gauges have been placed at forecast points in the Tomoka River at 11th Street, U.S. Highway 92, Canal B-19 at Willow Run, State Road 415, Lake Harney, Sanford, Astor, Hydrologic data recorded by the gauges are reported to the Volusia County Emergency Operations Center on a daily basis, and are available "real time" 24/7 on-line from NOAA at the Advanced Hydrologic Prediction Center at <http://www.srh.noaa.gov/alr/>. These

gauges enable a “real time” flood forecast to be promulgated in a timely manner, and provide accurate estimates of up-river arrival times and peak flows and elevations.

The gage information is utilized by the National Weather Service to forecast specific flooding conditions throughout the affected portion of Volusia County. The NWS promulgates the forecasted flooding through a variety of means: First notification is received over the EMWIN system, followed by an audible alert and hard-copy notification that is received via the Meteorologix® WeatherWire® Alert System. Finally, the Florida Department of Emergency Management notifies the Volusia County Emergency Operations Center via their satellite communications system. These systems are tested on at least an weekly basis; some systems, such as the State Warning Point satellite communications system and the 21st Century Communications “Reverse-911” system, are tested on a monthly basis. The flood warning system is tested on a year-round basis in the form of communications checks with the State and issuance of Twenty-First Century telephone notifications. Additionally, it is reviewed annually during the Statewide Hurricane Exercise every May prior to hurricane season.

The flood alert warnings provide explicit detail of the expected flooding, location(s) to be affected, time that the flooding is expected to begin, anticipated extent of the flooding in area and amount, and the time the flood alert expires. These alerts are provided for all anticipated flooding events, including storm surge, hurricane/tropical storm flooding from rainfall, and periods of brief, intense rainfall associated with localized weather events.

The HurrEvac®/HurrTrak® computerized storm surge prediction models also provide expected rain amounts, in inches, and areas expected to be most heavily impacted by the rain event.

Audible alerts are provided by county/municipal law enforcement agencies in the form of public announcements from their patrol vehicles. They are utilized extensively in the event an evacuation needs to be ordered for a hurricane or intense, localized flooding occurs. This system provides a back-up benefit to those residents who do not have telephones and have not received telephonic notification via the “Reverse-911” system.

The Volusia County Flood Warning Dissemination System is described in the Flood Information Section of the “Bell South Complete Phonebook Covering Volusia/Flagler Counties.”

2. Local agency procedures

When a flood warning is received from the various notifying agencies, the information is immediately relayed by telephone to the communities/areas that are expected to be affected by the flooding, so that necessary precautions can be taken. The Duty Officer at the Volusia County Emergency Operations Center provides the flood warning data to all jurisdictions in the warning area, and to the Volusia County Sheriff's Office Dispatch Center; the Dispatch Center, in turn, provides the information/notification to the areas expected to be impacted by the flood event. After normal working hours, the Duty Officer at the Dispatch Center (“Central”) becomes the primary notification source for all flood warnings. In the event a severe flood warning is issued, the Dispatch Duty Officer will notify the Emergency Operations Center Duty Officer, in the event other agencies need to be contacted to deal with the anticipated flooding (American Red Cross, Volusia County School District, etc.). These procedures are located in the Volusia County Emergency Operation Center's Operations Manual and Emergency Response Plan. Training on the various flood notification systems is conducted on an annual basis, or whenever a new hire occurs. It should be noted that Volusia County has been designated by

Volusia County Flood Hazards/Threat Recognition System

June 2014

the National Weather Service as a "Storm Ready" community. Documentation can be reviewed on-line at <http://www.stormready.noaa.gov/com-maps/fl-com.htm>.

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SECTION 6: VULNERABILITY ASSESSMENT

6.10 COASTAL EROSION

All of the coastal areas in Volusia County are prone to coastal erosion, and nearly half of the 47 miles of shoreline are considered critically eroded. Coastal erosion is typically measured as the annual shoreline change for a given beach cross-section of profile over a long period of time. The NCDC has reported five events involving coastal erosion in Volusia County since 1998. However, these events also include losses from hurricane impacts such as storm surges. The NCDC reported events include losses for jurisdictions outside of Volusia County. As such, it is not possible to determine annualized losses from coastal erosion for the coastal jurisdictions in Volusia County.

Coastal erosion exposure was assessed by quantifying the number of people and property that are located within 0.5 miles inland from the shoreline in areas where critical erosion has been documented by the Florida Department of Environmental Protection.

Table 6.12 provides the number of people and number and value of improved properties that are susceptible to coastal erosion. Coastal erosion is very likely to continue impacting the coastal areas of Volusia County. There are currently over 5,000 improved properties that are at risk to coastal erosion in Daytona Beach, Daytona Beach Shores, New Smyrna Beach, Ormond Beach and areas in unincorporated Volusia County.

Jurisdictions with critically eroded beaches in Volusia County actively participate in the federal beach nourishment program.

TABLE 6.12: Total Exposure from Coastal Erosion

JURISDICTION	AT-RISK AREAS (within 0.5 miles of critical erosion)			
	Number of People at Risk	Number of Parcels at Risk	Percentage of Improved Parcels at Risk	Value of Parcels at Risk
Daytona Beach	4,502	1,428	7.61%	299,158,596
Daytona Beach Shores	3,303	379	70.71%	84,001,016
New Smyrna Beach	2,661	1,356	12.25%	157,731,953
Ormond Beach	872	468	3.01%	81,132,737
Ponce Inlet	25	12	1.09%	3,193,502
Unincorporated	3,751	1,518	3.32%	188,036,944
TOTAL	15,114	5,161	2.76%	\$813,254,748

Source: Florida Department of Environmental Protection and Volusia County GIS Department

SECTION 6: VULNERABILITY ASSESSMENT

6.12 FLOOD

In order to assess flood risk, a GIS-based analysis was used to estimate exposure to flood events using FEMA's preliminary Digital Flood Insurance Rate Map (DFIRM) data in combination with local tax assessor records (2009). The determination of assessed value at-risk (exposure) was calculated using GIS analysis by summing the total assessed building values for improved properties that were confirmed to be located within an identified Zone A/AE (100-year floodplain), Zone VE (100-year coastal flood zone, associated with wave action), and Zone X (500-year floodplain).

It is important to note that Volusia County recently updated their flood maps, which were released in the beginning of 2014. It is recommended that the flood analyses be revised once the new flood maps are available.

Table 6.14 (on the next page of this document) lists the land uses of properties, the percentage of properties and the property values that are located in the 100-year (A/AE), coastal and 100-year (VE) floodplains. Table 6.14 corresponds with Figure 6.8, which depicts all 100-year flood hazard zones.

For a listing and generalized maps of all Repetitive Loss Properties within the County and its 16 jurisdictions, please reference the 2013 Floodplain Management attachment (Appendix I).

SECTION 6: VULNERABILITY ASSESSMENT

TABLE 6.14: 2014 Parcel Exposure to Flood Hazard Zones (2014 DFIRM)

Financial Exposure to Hazard Zones – Cumulative Financial Values within Zones						
Hazard Zone	Parcels in Zone	Built Parcels	Land Value	Building Value	Assessed Value	Taxable Value
A	75,397 15.7%	21,829 29.0% built	\$1,566,139,476	\$1,658,053,211	\$2,821,521,387	\$1,883,285,788
AE	59,111 12.3%	37,718 63.8% built	\$2,589,902,259	\$3,100,684,778	\$5,537,361,006	\$4,248,685,350
AH	1,350 0.3%	821 60.8% built	\$187,904,358	\$357,214,128	\$532,334,860	\$410,640,777
VE	1,637 0.3%	962 58.8% built	\$516,287,916	\$226,763,993	\$726,174,280	\$605,768,181

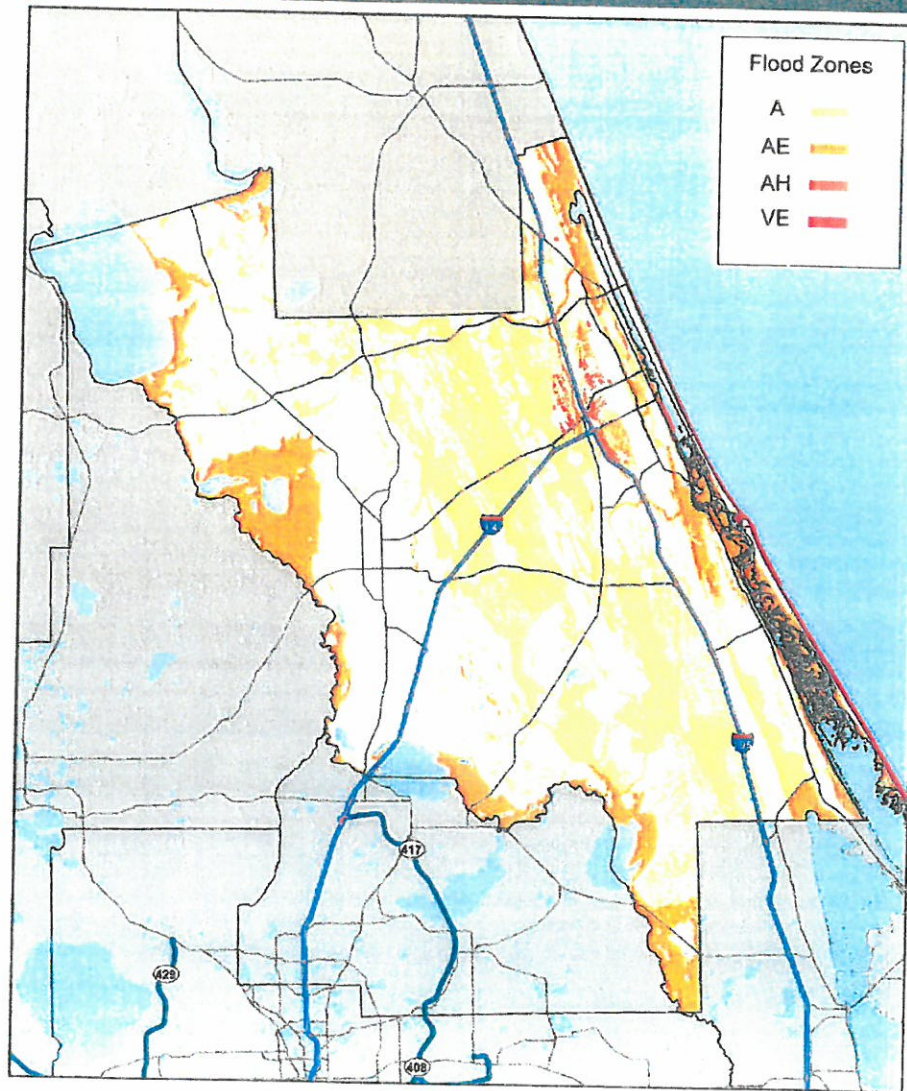
Build-Year Summary of Built Parcels within Hazard Zones – Build Year Breakdown by Hazard Zone						
Hazard Zone	Built Parcels	Built Pre-1970	Built 1970-1979	Built 1980-1989	Built 1990-1999	Built 2000-2014
A	21,829	6,018 27.6% of built	3,087 14.1% of built	4,128 18.9% of built	3,385 15.5% of built	5,211 23.9% of built
AE	37,718	10,970 29.1% of built	6,611 17.5% of built	9,540 25.3% of built	5,350 14.2% of built	5,247 13.9% of built
AH	821	18 2.2% of built	137 16.7% of built	305 37.1% of built	110 13.4% of built	251 30.6% of built
VE	962	530 55.1% of built	144 15.0% of built	123 12.8% of built	84 8.7% of built	81 8.4% of built

Land Use Summary of Parcels within Hazard Zones – Number of Parcels Per Land Use						
Hazard Zone	Low Density Residential	Med/Hi. Density Residential	Commercial and Office	Industrial	Institutional	Agricultural
A	46,668	1,041	2,310	973	9,155	12,324
AE	37,647	2,470	3,976	1,034	7,317	4,229
AH	656	132	251	69	124	36
VE	722	272	453	0	137	0

Source: FEMA Flood Insurance Rate Map (2014) and Volusia County GIS Department
 For Jurisdiction-specific vulnerability data, view Appendix I (2013 Floodplain Management Plan – Jurisdiction Appx.)

SECTION 6: VULNERABILITY ASSESSMENT

FIGURE 6.8: Flood Insurance Rate Zones



Source: FEMA (2014)

SECTION 6: VULNERABILITY ASSESSMENT

6.13 STORM SURGE

The storm surge assessment was conducted by identifying the people and property that are located in storm surge inundation zones using data provided by Volusia County⁹.

Tables 6.15 shows the number of residents at risk, per jurisdiction, to Category 1, Category 3 and Category 5 storm surge effects. Table 6.16 lists the land uses of properties, the percentage of properties and the property values that are located in the Category 1, 2, 3, 4 and 5 storm surge zones, respectively. Table 6.16 corresponds with Figure 6.9, which depicts the storm surge hazard zones.

TABLE 6.15: Persons at Risk to Category 1/3/5 Storm Surge by Jurisdiction

JURISDICTION	Persons at Risk (Cat. 1)	Persons at Risk (Cat. 3)	Persons at Risk (Cat. 5)
Daytona Beach	2,203	4,320	29,031
Daytona B. Shores	29	36	864
DeBary	0	0	0
DeLand	0	0	0
Deltona	0	0	0
Edgewater	128	1,353	17,042
Holly Hill	165	695	12,029
Lake Helen	0	0	0
New Smyrna Beach	3,891	15,501	18,553
Oak Hill	44	88	1,377
Orange City	0	0	0
Ormond Beach	961	2,152	16,093
Pierson	0	0	0
Ponce Inlet	356	980	1,481
Port Orange	1,896	4,631	22,220
South Daytona	1,223	1,858	13,273
Unincorporated	2,031	5,595	15,371
TOTAL	12,927	37,209	147,334

Source: Volusia County GIS Department

⁹ Volusia County provided surge inundation zones for Categories 1, 3 and 5.

SECTION 6: VULNERABILITY ASSESSMENT

TABLE 6.16: 2014 Parcel Exposure to Storm Surge Zones (by Hurricane Category)

Financial Exposure to Hazard Zones – Cumulative Financial Values within Zones						
Hazard Zone	Parcels in Zone	Built Parcels	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	12,163 2.5%	7,235 59.5% built	\$1,444,181,892	\$764,514,315	\$2,159,534,760	\$1,743,941,309
Category 2	25,270 5.3%	16,406 64.9% built	\$1,999,988,212	\$1,390,997,239	\$3,329,352,505	\$2,714,248,118
Category 3	87,475 18.2%	64,163 73.4% built	\$3,392,472,185	\$3,812,465,872	\$7,119,084,660	\$5,777,339,089
Category 4	148,567 31.0%	114,705 77.2% built	\$4,847,311,189	\$6,763,223,264	\$11,509,123,619	\$9,262,538,399
Category 5	162,657 33.9%	125,226 77.0% built	\$5,325,164,065	\$7,764,980,964	\$12,968,527,898	\$10,503,169,298

Build-Year Summary of Built Parcels within Hazard Zones – Build Year Breakdown by Hazard Zone						
Hazard Zone	Built Parcels	Built Pre-1970	Built 1970-1979	Built 1980-1989	Built 1990-1999	Built 2000-2014
Category 1	7,235	2,416 33.4% of built	1,369 18.9% of built	1,504 20.8% of built	902 12.5% of built	1,044 14.4% of built
Category 2	16,406	5,711 34.8% of built	3,049 18.6% of built	3,394 20.7% of built	1,996 12.2% of built	2,156 13.1% of built
Category 3	64,163	18,955 29.5% of built	12,572 19.6% of built	15,869 24.7% of built	8,222 12.8% of built	8,445 13.2% of built
Category 4	114,705	45,837 40.0% of built	20,198 17.6% of built	24,215 21.1% of built	11,784 10.3% of built	12,571 11.0% of built
Category 5	125,226	48,145 38.4% of built	21,724 17.3% of built	26,993 21.6% of built	14,210 11.3% of built	14,084 11.2% of built

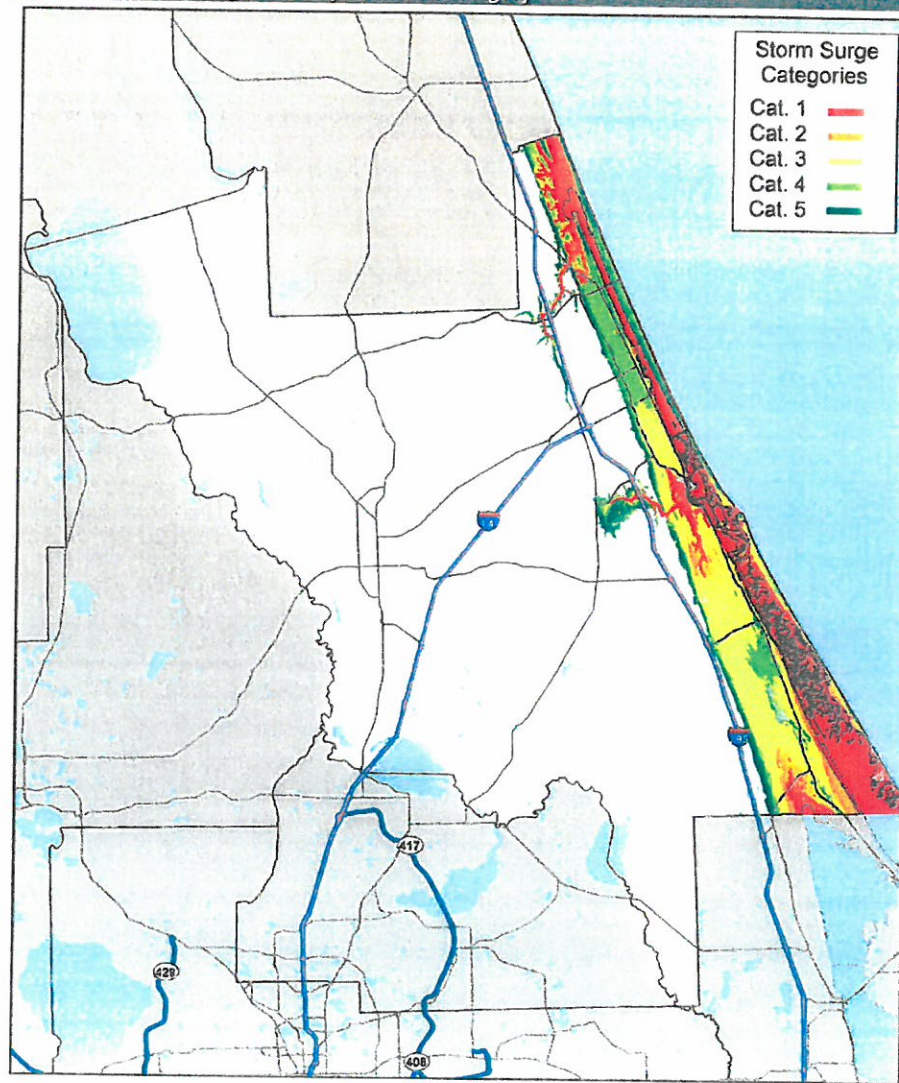
Land Use Summary of Parcels within Hazard Zones – Number of Parcels Per Land Use						
Hazard Zone	Low Density Residential	Med/Hi. Density Residential	Commercial and Office	Industrial	Institutional	Agricultural
Category 1	7,621	605	425	27	2,875	65
Category 2	16,492	1,339	1,819	128	4,107	273
Category 3	62,328	3,623	7,017	1,246	7,772	2,215
Category 4	106,271	6,689	14,435	3,031	11,646	2,638
Category 5	117,463	7,425	15,006	3,102	12,135	3,479

Source: SLOSH, Volusia County GIS (2014)

Note: All Storm Surge Zones are cumulative (ex: Category 3 zone includes Zone 1, Zone 2 and Zone 3 parcels)

SECTION 6: VULNERABILITY ASSESSMENT

FIGURE 6.9: Storm Surge Zones by Hurricane Category



Source: SLOSH

SECTION 6: VULNERABILITY ASSESSMENT

6.15 TSUNAMI

Although, historically there have been no occurrences of tsunamis in Volusia County, the potential exists. The likelihood is low, but the consequences would be catastrophic.

Table 6.17 lists the number of people and properties, the percentage of properties and the property values that are located in the tsunami inundation zone, based on MEMPHIS data. There were several gaps in the MEMPHIS data that excluded the barrier islands along the shoreline. These areas appeared to be susceptible to tsunami inundation and/or potential inhabitability due to infrastructure loss in low lying areas. To be conservative, the analysis was performed by accounting for these barrier island areas as well.

TABLE 6.17: Volusia County Improved Property at Risk to Tsunami

JURISDICTION	Number of People at Risk	Number of Improved Parcels at Risk	Percentage of Improved Parcels at Risk	Value of Improved Parcels at Risk
Daytona Beach	45,910	12,841	68.46%	1,678,914,461
Daytona B. Shores	4,343	536	100.00%	108,379,184
DeBary	0	0	0.00%	0
DeLand	0	0	0.00%	0
Deltona	0	0	0.00%	0
Edgewater	19,504	9,354	99.99%	806,218,563
Holly Hill	12,201	4,533	99.89%	429,857,493
Lake Helen	0	0	0.00%	0
New Smyrna Beach	20,791	10,110	91.30%	1,253,431,731
Oak Hill	1,760	888	100.00%	67,557,864
Orange City	0	0	0.00%	0
Ormond Beach	28,559	11,384	73.30%	1,545,623,219
Pierson	0	0	0.00%	0
Ponce Inlet	2,513	1,102	100.00%	169,838,467
Port Orange	30,218	11,397	55.80%	1,131,602,766
South Daytona	13,453	4,548	99.87%	481,675,529
Unincorporated	29,382	14,132	30.87%	1,347,435,508
TOTAL	208,634	80,825	43.21%	\$9,020,534,785

Source: MEMPHIS and Volusia County GIS Department

Volusia County Flood Response Plan

610

June 2014

Volusia County Flood Response Plan



INTRODUCTION

- A. Mission. Coordinate and facilitate resources to minimize the impacts of flood incidents on people, property, the environment and the economy of Volusia County.
- B. Purpose. To establish responsibilities for agencies and organizations within Volusia County and document responsibilities of Volusia County Emergency Management in regard to preparation for, response to, recovery from and mitigating the effects of flood incidents within the County.
- C. Scope. The County of Volusia Flood Response Plan is incorporated in the Volusia County Comprehensive Emergency Management Plan. This plan addresses flooding incidents, as described in each of the anticipated Flood Event Scenarios, and provides the foundation for:
 - 1. The establishment of an organization and responsibilities for efficient and effective use of government, private-sector and volunteer resources if a flood incident occurs within Volusia County.
 - 2. An outline of other participants' responsibilities in emergency management activities within Volusia County is described in the Basic Plan of the VCEMP.
- D. Organization. The Public Works Director of Volusia County functions as Incident Coordinator for all local agencies in regard to flood events within unincorporated Volusia County.
- E. Plan update/revision. As a part of the CEMP, this and all plans and annexes are living documents; once formally adopted by the Volusia County Council, Volusia County Emergency Management has the authority to modify/update any and all plans/annexes as conditions warrant. Any plan or annex updated will reflect the current revision date; however, the formal adoption date governs to formal adoption cycle. Every five years the plan, as a part of the Volusia County Comprehensive Emergency Management Plan, will be formally adopted by the Volusia County Council per Florida Division of Emergency Management and Florida Statute requirements. Other jurisdictions in Volusia County may formally adopt this plan and supporting documentation to meet Community Rating System Activity 610 requirements.

II. POLICIES

- A. Authority. This plan was developed, promulgated, and is maintained pursuant to the following local, state, and federal agreements, statutes, and regulations:
 - 1. The National Response Framework, January 2008
 - 2. Volusia County Flood Response Plan, 2014
 - 3. The Volusia County CEMP, 2011
 - 4. F.S. 252, 2011

B. Assignment of Responsibilities

During a countywide flood event, the Volusia County Emergency Managers Advisory Group (MAG) will coordinate the flood response activities. This plan will be activated and implemented whenever a flood event threatens Volusia County by the Director, Volusia County Emergency Management Division. Volusia County Emergency Management will notify the jurisdiction(s) in Volusia County of any anticipated adverse weather and will forward National Weather Service advisory/watch/warning messages to the jurisdiction(s) that may be impacted by a flood event as soon as they are received.

The County emergency management program will provide for the overall organization and direction in the development of all emergency notification, mitigation, preparedness, response and recovery programs occurring within the County.

Volusia County Emergency Management will forward any National Weather Service flood advisories/watches/warnings to the affected jurisdictions. This DOES NOT alleviate the jurisdiction(s) that may be impacted by the flood event from its responsibility to prepare for, respond to, and notify its citizens of the event.

The MAG will perform all duties imposed by F.S. 252. The MAG will review and recommend for adoption emergency management and mutual aid plans and agreements, and such resolutions and rules and regulations as are necessary to implement such plans and agreements.

a. Emergency expenditures: Volusia County will authorize expenditure of County funds necessary to combat the disaster, protect health and safety of persons and property, and provide assistance to disaster victims, as appropriate. In a flood situation, the County will request mutual aid from State and Federal governments, once local resources are exhausted.

b. Prioritizing Volusia County resources: Policy-level decisions involving the acquisition and distribution of food and water, supplies, equipment and other material when critical shortages exist or are anticipated will be made by the MAG.

(1) Volusia County maintains flood prevention materials such as sand and sand bags at various Barns around the County.

i. Citizens will be allowed fill sandbags and obtain plastic sheeting from the County prior to an anticipated flood event.

C. Provide the services and equipment to private citizens within Volusia County as necessary in response to the disaster after proclamation by the governor.

- Providing necessary staff, participating in training and exercises, providing representatives to incident management as a point of contact during

emergencies, and allocating equipment and resources to the event.

- Providing for the effective utilization of resources within or from outside the County to assist in an effective response to a flood event. Requests for assistance will be made through established emergency management channels.
- Providing emergency disaster coordination through the Emergency Operations Center.

D. Managers Advisory Group shall act as the single point of contact for the legislative body of their jurisdiction for emergency policy decisions.

E. Public Works Director and/or Incident Commander: Responsible for establishing and maintaining emergency response coordination, including planning, training, development of incident management facilities, dissemination and implementation of plans.

F. Establishing an on-site Incident Command post. Assume field command of the incident and request needs for support to the incident through the County Emergency Operations Center.

G. Army Corps of Engineers

1. Upon request by officials of the local jurisdiction and the County Emergency Management Director, the Corps of Engineers may serve as a resource provider to emergencies within Volusia County, with the authority to deploy personnel to assist under an all-hazards emergency response.

2. Technical, material, and direct assistance are the forms of response the US Army Corps of Engineers can provide to water-related disasters within the County. Technical assistance includes providing guidance on flood fight techniques and emergency construction methods; inspecting flood protection projects and dams to identify problems and recommend corrective measures; and providing hydraulic or hydrologic analysis, geotechnical evaluations, topography and stream data, maps, and historic flood or storm information. Material assistance includes issuing supplies (primarily sandbags) and loaning pumps. Direct assistance includes rescue operations, and on-the-ground flood fight operations.

III. SITUATION

A. Volusia County consists of approximately 1,210 square miles with 50 miles of Atlantic coastline. Approximately 982 square miles are located in unincorporated Volusia County. On the east side of the County, the Halifax River and the Indian River North/Mosquito Lagoon make up the Intracoastal Waterway and form long, narrow estuaries which separate the mainland from the barrier island. There is one inlet, Ponce DeLeon Inlet, located near the middle of the coastline which serves as the County's only passage through which ocean tides and hurricane

surges propagate into the Intracoastal Waterway. The St. Johns River is the largest river in the County and flows along the west side of the County, flowing south to north. Besides the St. Johns River, the other two major streams are the Tomoka River and Spruce Creek located on the eastern side of the County. The Tomoka River has a tributary area of 159 square miles, which serves the northeastern and central portions of the County. The river flows from south to north and discharges through the Tomoka Basin to the Halifax River, which can be subject to storm surge. Spruce Creek also flows from the south to the north and then west to east until it discharges into Strickland Bay and then ultimately into the Halifax River. Spruce Creek has a tributary area of approximately 91 square miles, which serves southeastern Volusia County. This system also includes Spruce Creek Swamp, Turnbull Creek and the B-19 Canal.

B. Emergencies or disasters can occur at any time causing significant human suffering; injury and death; public and private property damage; environmental degradation; loss of essential services; economic hardships to businesses, families and individuals; and disruption of governmental entities.

1. Local government officials recognize their responsibilities with regard to public safety and accept them in the implementation of this plan. Coordination exists between emergency response organizations on a daily basis. This interaction is based on the frequent and routine practice of day-to-day responses.
2. Demand on emergency response agencies becomes much greater in times of crisis, and the prioritization of response to an emergency becomes critical. In addition, the resource of many of the supporting public and private organizations that normally do not interact except in a crisis need to be mobilized on a cooperative basis.
3. Citizens, businesses, government agencies, and industries will utilize their own resources and should provide for themselves during the first three – five days of an emergency or disaster.
4. Nothing in this plan is intended to diminish the emergency preparedness responsibilities of Volusia County. Its first priority is meeting the needs of the citizens within its jurisdiction; and each jurisdiction maintains their right to attend to their own circumstances before committing resources to cooperative disaster response. Participation in mutual aid agreements with other agencies is entirely voluntary. Nothing in this plan is intended to diminish the emergency preparedness responsibilities of individual citizens. Circumstances during disasters may not allow immediate response to meet all the needs of the public. Every individual should be prepared and able to provide for themselves during the first three – five days of an emergency or disaster. A free-market economy and existing distribution systems should be maintained as the primary means for continuing operations of the economic and private-sector systems. Normal

business procedures may require modification to provide essential resources and services.

5. In situations not specifically addressed in this plan, responding agencies will have to improvise and carry out their responsibilities to the best of their abilities under the circumstances.

6. When a disaster occurs, or when one is imminent, the Emergency Management Director will activate the County Emergency Operations Center (CEOC).

7. In a major event, the resources within the County will be overwhelmed and outside assistance will requested through CEOC to State.

C. Flood response planning requires knowing how much time warnings may provide for flooding conditions. The more time available for a response, the more options are open to the responders. In Volusia County, there is normally at least 72 hours advance warning prior to a rain event, often times more in the case of a tropical storm/hurricane. There is no single item, report or warning that will "predict" flooding. The decision to implement a flood response plan lies with the elected officials of the impacted community, although that decision can be based on the decisions of other communities or governments. Promulgating NWS severe weather advisories, watches, and warnings to affected jurisdictions will occur when the messages are received.

D. The best approach to ensure maximum possible response time is to develop a monitoring plan for locations that give maximum warning of rising levels. Those locations should be easily monitored by gauges placed by the South East River Forecast Center (SERFC). SERFC provides ample flood warnings via their river level prediction forecast available at <http://www.srh.noaa.gov/serfc/>. As soon as the SERFC river gauges indicate that any of the water bodies monitored will reach the action stage, public notification messages will be issued through the various means available: press releases, advisories, "reverse-911", twitter, Facebook, e-mail alert, and law enforcement vehicle loud speaker notification to select areas.

IV. Concept of operations

1. The responsibility for on-site field command and leadership, and operations during flood emergency situations in Volusia County, resides in the County Public Works Director.

2. The PWD is responsible for carrying out flood response and recovery in the County.

3. Emergency Management in the County is conducted under the universally accepted emergency management phases of mitigation, preparedness, response and recovery. Mitigation and preparedness are constant and continuous processes.

4. This Flood Response Plan reflects the roles and responsibilities of agencies and jurisdictions within the County for emergency management operations.

5. Department Heads may augment County staff to perform emergency functions as directed by the MAG.

6. Departments will retain their identity and autonomy during flood response operations. When County agencies assist each other, personnel will remain under the supervision of their own agency. They will receive mission assignments from the coordinating agency.

7. Departments not having an assigned emergency mission will carry out such duties as may be directed by the MAG, Public Works Director and/or Incident Commander

8. The County plan will make provisions for actions necessary to minimize injuries and damage, and expedite recovery from the effects of a disaster. Priority throughout the emergency period will be the preservation of life and protection of property.

9. If the situation exceeds or threatens to exceed the initial response capabilities, the Incident Commander will contact the Volusia County Emergency Management Director to activate additional response capabilities through established procedures.

10. The Volusia County Sheriff's Office Dispatch Center ("Central") is the designated 24-hour County Warning Point.

A. Incident Command System. The Incident Command System (ICS) is the basis for all direction, control and coordination of emergency response and recovery efforts conducted under this plan. The authority of the Incident Commander is limited to those powers specifically granted by statute, legislative authority or derived from the plan. Emergency response and supporting agencies and organizations agree to carry out their objectives in support of the incident command structure to the fullest extent possible.

B. Designation of the Incident Commander is made by the first responding agency.

C. Operational direction and control of emergency management response and recovery activities will be conducted on-site by the Incident Commander. Requests for assistance will be made through normal channels until the County Emergency Operations Center has been activated, at which time requests for assistance and resources will be directed to the EOC.

D. The County Public Works Director, upon notification of an actual emergency or disaster, will evaluate the situation, alert the appropriate local response agencies, request activation of local warning and emergency public information systems, submit resource requests, initiate response activities, and coordinate the situation analysis and damage assessment.

E. Volusia County Emergency Management will coordinate disaster recovery and restoration efforts to include collection, evaluation, compilation, and forwarding of reports and damage assistance requests; restoration of essential services; State, Federal and other disaster assistance programs; identify potential future mitigation initiatives; conduct reviews and critiques of emergency plans and procedures; issue an after-action report identifying areas needing improvement and recommend actions to correct deficiencies.

V. Plan maintenance

A. The Volusia County Flood Response Plan will be reviewed and updated annually during the Statewide Hurricane Exercise or as conditions warrant.

B. Stakeholder input will be solicited and recommended changes will be incorporated into the FRP.

VI. Definitions

A. Flooding. Flooding is an overflowing of water onto land that is normally dry. It can happen during heavy rains, when ocean waves come onshore, when snow melts too fast, or when dams or levees break. Flooding may happen with only a few inches of water, or it may cover a house to the rooftop. The most dangerous flood event, the **flash flood**, happens quickly with little or no warning; other flooding events occur over a long period and may last days, weeks, or longer. Volusia County does not experience 'flash flooding.' Flood events in the County result after an extended period of heavy rainfall. Ponding and road flooding can occur in low-lying areas during brief heavy rainfall events associated with fast moving thunder storms.

B. Coastal flooding. Coastal flooding occurs when a hurricane, tropical storm, or tropical depression produces a deadly storm surge that overwhelms coastal areas as it makes landfall. Storm surge is water pushed on shore by the force of the winds swirling around the storm. This advancing surge combines with the normal tides to create the hurricane storm tide, which can increase the average water level 15 feet or more. The greatest natural disaster in the United States, in terms of loss of life, was caused by a storm surge and associated coastal flooding from the great Galveston, Texas, hurricane of 1900. At least 8,000 people lost their lives.

C. Inland flooding. When tropical cyclones move inland, they are typically accompanied by torrential rain. If the decaying storm moves slowly over land, it can produce rainfall amounts of 20 to 40 inches over several days. Widespread flash flooding and river flooding can result.

D. Flash flood. A flash flood is a **rapid rise of water** along a stream or low-lying urban area. Flash flooding occurs within six hours of a significant rain event and is usually caused by intense storms that produce heavy rainfall in a short amount of time. Excessive rainfall that causes rivers and streams to swell rapidly and overflow their banks is frequently associated with hurricanes and tropical storms, large clusters of thunderstorms, supercells, or squall lines.

VII. Citizens information on floods

A. Preparing for a flood. To prepare for a flood, you should:

- Build an emergency kit and make a family communications plan.
- Avoid building in a floodplain unless you elevate and reinforce your home.
- Elevate the furnace, water heater and electric panel in your home if you live in an area that has a high flood risk.
- Consider installing "check valves" to prevent flood water from backing up into the drains of your home.
- If feasible, construct barriers to stop floodwater from entering the building and seal walls in basements with waterproofing compounds.

B. Driving. Flood facts:

The following are important points to remember when driving in flood conditions:

- Six inches of water will reach the bottom of most passenger cars causing loss of control and possible stalling.
- A foot of water will float most vehicles.
- Two feet of rushing water can carry away most vehicles including sport utility vehicles (SUV's) and pick-ups.
- Do not attempt to drive through a flooded road. The depth of water is not always obvious. The road bed may be washed out under the water, and you could be stranded or trapped.
- Do not drive around a barricade. Barricades are there for your protection. Turn around and go the other way. Remember: "Turn Around, Don't Drown!"
- Do not try to take short cuts. They may be blocked. Stick to designated evacuation routes.
- Be especially cautious driving at night when it is harder to recognize flood dangers.

C. Flood facts & flood insurance

- Floods and flash floods happen in all 50 states. Floods are our #1 natural disaster.
- Everyone lives in a flood zone. (For more information, [visit Flood Zones FAQs.](#))
- Most homeowners insurance does not cover flood damage.

- If you live in a Special Flood Hazard Area (SFHA) or high-risk area and have a Federally backed mortgage, your mortgage lender requires you to have flood insurance. (To find your flood risk, fill out the Flood Risk Profile.)
- Just an inch of water can cause costly damage to your property.
- Flash floods often bring walls of water 10 to 20 feet high (N/A for Volusia County).
- A car can easily be carried away by just one foot of floodwater.
- Hurricanes and winter storms are common (but often overlooked) causes of flooding.
- New land development can increase flood risk, especially if the construction changes natural runoff paths.
- Federal disaster assistance is usually a loan that must be paid back with interest. For a \$50,000 loan at 4% interest, your monthly payment would be around \$240 a month (\$2,880 a year) for 30 years. Compare that to a \$100,000 flood insurance premium, which is about \$400 a year (\$33 a month).
- If you live in a moderate-to-low risk area and are eligible for the Preferred Risk Policy, your flood insurance premium may be as low as \$129 a year, including coverage for your property's contents.
- You are eligible to purchase flood insurance as long as your community participates in the National Flood Insurance Program. Check the Community Status Book to see if your community is already an NFIP partner.
- It takes 30 days after purchase for a policy to take effect, so it's important to buy insurance before the floodwaters start to rise.

- In a high-risk area, your home is more than twice as likely to be damaged by flood than by fire.
- Anyone can be financially vulnerable to floods. People outside of high-risk areas file over 20% of NFIP claims and receive one-third of disaster assistance for flooding.
- The average annual U.S. flood losses in the past 10 years (2001-2010) were more than \$2.7 billion.
- When your community participates in the Community Rating System (CRS), you can qualify for an insurance premium discount of up to 45%. [Read more about CRS Ratings.](#)
- Since 1978, the NFIP has paid over \$36.9 billion for flood insurance claims and related costs (as of 12/31/10).
- Over 5.5 million people currently hold flood insurance policies in more than 21,000 communities across the U.S.

For more policy and claim statistics, [visit the National Flood Insurance Program.](#)

D. During an event

- Monitor www.weather.gov and www.volusia.org/emergency for the latest watches, warnings, and current conditions.
- Listen to area radio and television stations. Consider purchasing a [NOAA Weather Radio](#) to receive continuous weather information, flood warnings, reports of flooding in progress, and other critical information directly from a nearby NWS local Weather Forecast Office.
- Keep abreast of [road conditions](#).
- Be prepared to evacuate at a moment's notice. When a storm surge, flood, or flash flood warning is issued for your area, follow your evacuation plan and head for higher ground, and stay there.
- Stay away from floodwaters. If you come upon a flowing stream where water is above your ankles, stop, turn around, and go another way. Six inches of swiftly moving water can sweep you off your feet. Be especially cautious at night when it is harder to recognize flood danger.

- Keep children out of the water. They are curious and often lack judgment about running water or contaminated water.
- If you come upon a flooded road while driving, DO NOT attempt to cross flowing water. TURN AROUND DON'T DROWN. If you are caught on a flooded road and waters are rising rapidly around you, get out of the car quickly and move to higher ground. Most cars can be swept away by less than two feet of moving water.

E. Re-entering your flooded home

When returning to a home that's been flooded after natural disasters such as hurricanes, tornadoes, and floods, be aware that your house may be contaminated with mold or sewage, which can cause health risks for your family.

- If you have standing water in your home and can turn off the main power from a dry location, then go ahead and turn off the power, even if it delays cleaning. If you must enter standing water to access the main power switch, then call an electrician to turn it off. **NEVER turn power on or off yourself or use an electric tool or appliance while standing in water.**
- Have an electrician check the house's electrical system before turning the power on again.
- If the house has been closed up for several days, enter briefly to open doors and windows to let the house air out for awhile (at least 30 minutes) before you stay for any length of time.
- If your home has been flooded and has been closed up for several days, presume your home has been contaminated with mold. (See Protect Yourself from Mold.)
- If your home has been flooded, it also may be contaminated with sewage. (See After a Hurricane or Flood: Cleanup of Flood Water.)
- If flood or storm water has entered your home, dry it out as soon as possible. Follow these steps:
 - If you have electricity and an electrician has determined that it's safe to turn it on, use a "wet-dry" shop vacuum (or the vacuum function of a carpet steam cleaner), an electric-powered water transfer pump, or sump pump to remove standing water. If you are operating equipment in wet areas, be sure to wear rubber boots.
 - If you do not have electricity, or it is not safe to turn it on, you can use a portable generator to power equipment to remove standing water. **Note: If you must use a gasoline-powered pump, generator, pressure washer, or any other gasoline-powered tools to clean your home, never operate the gasoline engine inside a home, basement, garage, carport, porch, or other enclosed or partially enclosed structures, even if the**

windows and doors are open. Such improper use can create dangerously high levels of carbon monoxide and cause carbon monoxide poisoning.

- If weather permits, open windows and doors of the house to aid in the drying-out process.
- Use fans and dehumidifiers to remove excess moisture. Fans should be placed at a window or door to blow the air outwards rather than inwards, so not to spread the mold.
- Have your home heating, ventilating, and air-conditioning (HVAC) system checked and cleaned by a maintenance or service professional who is experienced in mold clean-up **before you turn it on**. If the HVAC system was flooded with water, turning on the mold-contaminated HVAC will spread mold throughout the house. Professional cleaning will kill the mold and prevent later mold growth. When the service determines that your system is clean and if it is safe to do so, you can turn it on and use it to help remove excess moisture from your home.
- Prevent water outdoors from reentering your home. For example, rain water from gutters or the roof should drain away from the house; the ground around the house should slope away from the house to keep basements and crawl spaces dry.
- Ensure that crawl spaces in basements have proper drainage to limit water seepage. Ventilate to allow the area to dry out.
- If your home is severely damaged and you have flood insurance, you may be eligible for a federal loan to mitigate your home against future flood losses. Call Volusia County Emergency Management for more information.

VIII. Important phone numbers

Volusia County Emergency Management	386-254-1500
Volusia County Sheriff's Office	386-248-1777
American Red Cross	866-438-4636
Florida Department of Health	850-245-4321
Florida Emergency Information Line	800-342-3557
National Weather Service Melbourne	321-255-0212

IX. Flood warning dissemination and example messages

1. System Description/Emergency Warning Dissemination

The Volusia County Flood Threat Recognition System, located at the Volusia County Emergency Operations Center, consists of the following elements:

- Florida Emergency Warning and Information Network (EMWIN)
- River stage gauges throughout the County of Volusia rivers and estuaries
- State Warning Point satellite communications telephone system (EMNET)
- Meteorologix® Storm Sentry Weather Radar/WeatherWire® Alert System
- Baron's "Threat Net" Spotter Net weather message notification system
- National Weather Service telephone notification, provided to the EOC when a potential flood event may impact Volusia County
- Audible notification/alert provided by county and municipal law enforcement officials in the form of public address system announcements from county/municipal patrol vehicles
- On-line, real-time flood prediction and storm surge modeling provided by Hurrevac and HurrTrak® software systems
- 21st Century Communications "Reverse-911" System, which provides a recorded message which contains the specific information provided by the flood threat warning originating agency (able to reach 100% of Volusia County). Text messaging is also available through this system.
- Brighthouse Cable "cable over-ride," which permits the publishing, by the EOC, of flood alert messages to all households that subscribe to cable.
- Twitter (@VolusiaEmergencyInfo) and Facebook real-time social media (search "Volusia County Emergency Management" on Facebook).
- E-mail alerts through the Volusia County e-mail alert system, available at <http://www.volusia.org/listserv.htm>
- Advisories that are issued every 12 hours during a flood event. The advisories are disseminated to all municipal EM Coordinators, ESF's, local media (newspapers and television stations), and critical facilities (school board, hospitals, health department).

The river gauges placed by USGS, NOAA, and the Florida Department of Transportation provide adequate advance warning, usually days, before flooding can be expected to occur. Gauges have been placed in the Tomoka River at 11th Street, U.S. Highway 92, Canal B-19 at Willow Run and at State Road 415. Hydrologic data recorded by the gauges are reported to the Volusia County Emergency Operations Center on a daily basis, and are available "real time" 24/7 on-line from NOAA at the Advanced Hydrologic Prediction Center at <http://www.srh.noaa.gov/alr/>. These gauges enable a "real time" flood forecast to be promulgated in a timely manner, and provide accurate estimates of up-river arrival times and peak flows and elevations.

The gage information is utilized by the National Weather Service to forecast specific flooding conditions throughout the affected portion of Volusia County. The NWS promulgates the forecasted flooding through a variety of means: First notification is received over the EMWIN system, followed by an audible alert and hard-copy notification that is received via the Meteorologix® WeatherWire® Alert System. Finally, the Florida Department of Emergency Management notifies the Volusia County Emergency Operations Center via their satellite

communications system (EmNet). These systems are tested on at least an weekly basis; some systems, such as the State Warning Point satellite communications system and the 21st Century Communications "Reverse-911" system, are tested on a monthly basis. The flood warning system is tested on a year-round basis in the form of communications checks with the State and issuance of Twenty-First Century telephone notifications. Additionally, it is reviewed annually during the Statewide Hurricane Exercise every May prior to hurricane season.

The flood alert warnings provide explicit detail of the expected flooding, location(s) to be affected, time that the flooding is expected to begin, anticipated extent of the flooding in area and amount, and the time the flood alert expires. These alerts are provided for all anticipated flooding events, including storm surge, hurricane/tropical storm flooding from rainfall, and periods of brief, intense rainfall associated with localized weather events.

The HurrEvac©/HurrTrak© computerized storm surge prediction models also provide expected rain amounts, in inches, and areas expected to be most heavily impacted by the rain event.

Audible alerts are provided by county/municipal law enforcement agencies in the form of public announcements from their patrol vehicles. They are utilized extensively in the event an evacuation needs to be ordered for a hurricane or intense, localized flooding occurs. This system provides a back-up benefit to those residents who do not have telephones and have not received telephonic notification via the "Reverse-911" system.

The Volusia County Flood Warning Dissemination System is described in the Flood Information Section of the "Bell South Complete Phonebook Covering Volusia/Flagler Counties."

2. Sample message

The following is a typical flood warning message issued by the Melbourne Office of the National Weather Service. When issued, these messages are disseminated to EM Coordinators, ESF's, critical facilities, and the public.

FLASH FLOOD WARNING
NATIONAL WEATHER SERVICE MELBOURNE FL
807 AM EDT FRI MAY 22 2009

THE NATIONAL WEATHER SERVICE IN MELBOURNE HAS ISSUED A

* FLASH FLOOD WARNING FOR...NORTHEASTERN VOLUSIA COUNTY IN FLORIDA... THIS INCLUDES THE CITIES OF...NEW SMYRNA BEACH...SOUTH DAYTONA... PORT ORANGE...PONCE INLET...ORMOND BEACH...HOLLY HILL... EDGEWATER...DAYTONA BEACH...

* UNTIL 1100 AM EDT.

* AT 805 AM EDT...NATIONAL WEATHER SERVICE DOPPLER RADAR INDICATED A PERSISTENT BAND OF SHOWERS AND STORMS MOVING ONSHORE FROM THE ATLANTIC. THIS RAINFALL IS MOVING INTO AN AREA THAT HAS ALREADY RECEIVED TORRENTIAL RAINFALL AMOUNTS IN THE PAST FEW DAYS AND THE ADDITIONAL RAINS WILL ACT TO FURTHER WORSEN AN ALREADY SERIOUS FLOODING SITUATION. ADDITIONAL RAINFALL AMOUNTS OF TWO TO FOUR INCHES WITH ISOLATED HIGHER AMOUNTS MAY OCCUR THROUGH LATE MORNING. PERSONS IN THESE AREAS SHOULD TAKE QUICK ACTION TO PROTECT LIFE AND PROPERTY.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

FLOODING IS OCCURRING OR IS IMMINENT. MOST FLOOD RELATED DEATHS OCCUR IN AUTOMOBILES. DO NOT ATTEMPT TO CROSS WATER COVERED BRIDGES... DIPS...OR LOW WATER CROSSINGS. NEVER TRY TO CROSS A FLOWING STREAM... EVEN A SMALL ONE...ON FOOT.

AFFECTED COUNTIES: IN FLORIDA: VOLUSIA.

X. Development exposed to flooding in Volusia County

1. Number and types of buildings vulnerable to flooding

A. Residential –

B. Commercial -

XI. Impacts of flooding on health, safety, and community functions

The health, social and economic impacts of major floods are devastating, affecting people's physical and mental health and disrupting and dispersing communities.

Impacts can range from immediate death, injury and harm from contaminated water, through lasting psychological consequences caused by damaged homes, loss of personal possessions and financial issues. Populations may be isolated by floodwaters, particularly in the southern, rural part of Volusia County, and the barrier island.

In Volusia County, following a flood, snakes and other creatures will be displaced from their normal habitat. Fire ants and other insects will also be displaced from their nests. Sewage from septic tanks may contaminate flood waters, posing a risk to health. Sharp objects, broken glass, rocks, holes, and other obstacles will be hidden by floodwaters. Due to these risks, avoid walking through flood waters without adequate foot and leg protection. Use a stout walking stick or cane to assist with mobility.

The adverse human health consequences of flooding are complex, far-reaching and difficult to attribute to the flood event itself. There is very limited quantitative evidence of the health impacts of floods. The main health impacts are deaths, injuries and mental health illnesses during the flood event itself, during the restoration process, or from effects brought about by damage to major infrastructure, including displacement of populations.

On average, the higher the water depth and the greater the flow velocity of a flood, the greater the damage to property. Most flood-related deaths can be attributed to rapid-rise floods. Floods with fewer deaths and severe injuries were attributed to mild temperatures, government rescue plans, civilian rescue operations and disaster occurrence at times when most people were at home. Other health problems and injuries were reduced by measures taken by trained military personnel and by distribution of boots and gloves to responders. Driving into flood waters is dangerous, as cars can become buoyant and swept away by a foot of water. The fatal effects of slow-rise river floods proved to be lower if people were aware of the risk of flooding and better prepared for a potential disaster. Sprains, strains, lacerations, abrasions and contusions are the most commonly reported injuries following floods. The risk of communicable disease outbreaks following flooding is small in industrialized countries (excluding tropical regions of industrialized countries like Australia) due to effective water treatment and sewage pumping, safe drinking-water, and public health infrastructure. However, national ministries and governments might need to take additional action on case-by-case bases.

Providing accurate information on safe management of flood water during evacuation and clean-up and on the actual situation is essential. Chronic health effects followed by flooding are explained by exposure to human and animal viruses during evacuation, or substantial psychological or physical stress at the time of flooding. Furthermore, flooding is associated with increased rates of anxiety and depression stemming from the experience itself, troubles brought about by geographic displacement, damage to the home or loss of familiar possessions and stress in dealing with builders and other repair people in the aftermath. The persistence of flood-related health effects is directly related to flood intensity. A comprehensive surveillance of morbidity from floods is limited, however. Hospitals, ambulances, retirement homes, schools and kindergarten in flood-prone areas are at risk, and evacuation of patients and vulnerable groups might represent a further risk.

The potential impacts on community property and functions from flooding and flood events is significant. The Volusia County Local Mitigation Strategy, Chapter 6, Vulnerability Assessment pages 6:28 and 6:31 – 6:36; and 6:38, provides a detailed analysis of the potential impact to people and built property to flood damage.

As noted by the number of critical facilities located in the Special Flood Hazard Area, the potential disruption to community services could be significant. Wide spread power outages, loss of lift stations, inability of response vehicles to access flooded neighborhoods, and hazardous materials incidents are some of the impacts that have occurred in Volusia County due to flooding.

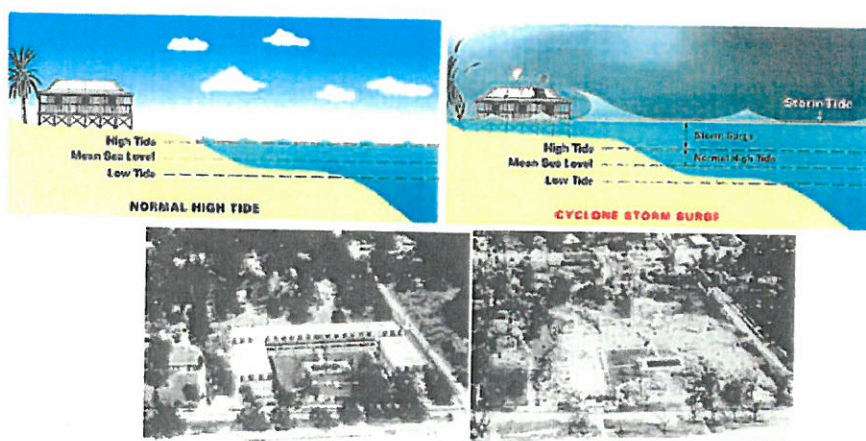
Secondary and tertiary effects due to flooding also occur. Secondary effects are those that occur because of the primary effects and tertiary effects are the long term changes that take place. Among the secondary effects of a flood are:

- Disruption of services -
 - Drinking water supplies may become polluted, especially if sewerage treatment plants are flooded. This may result in disease and other health effects, especially in under developed countries.
 - Gas and electrical service may be disrupted.
 - Transportation systems may be disrupted, resulting in shortages of food and clean-up supplies. In under developed countries food shortages often lead to starvation.
 - Soil erosion and Land degradation - Soil erosion removes valuable top soil which is the most productive part of the soil profile. This results in lower yields and higher costs of production.
- Health impacts
 - Heart attacks
 - Drowning
 - Poisonings
 - Injuries
 - Snake and insect bites
 - Heat exhaustion
 - Mental illness
- Long - term effects (secondary effects)
 - Location of river channels may change as the result of flooding, new channels develop, leaving the old channels dry.
 - Sediment deposited by flooding may destroy farm land (although silt deposited by floodwaters could also help to increase agricultural productivity).
 - Jobs may be lost due to the disruption of services, destruction of business, etc. (although jobs may be gained in the construction industry to help rebuild or repair flood damage).
 - Insurance rates may increase.
 - Corruption may result from misuse of relief funds.
 - Destruction of wildlife habitat.
 - Population relocation to less flood-prone areas (out-of-county migration).

XII. Storm Surge

What is Storm Surge?

A storm surge is a rise above the normal water level along a shore resulting from strong onshore winds and / or reduced atmospheric pressure. Storm surges accompany a tropical cyclone as it comes ashore. They may also be formed by intense low-pressure systems in non-tropical areas.



Richelieu Apartments before and after Hurricane Camille. A seven metre storm surge devastated all in its path (Pass Christian, Mississippi, August 1969)

Storm Surge + Normal Tide = Storm Tide

The combination of storm surge and normal (astronomical) tide is known as a 'storm tide'. The worst impacts occur when the storm surge arrives on top of a high tide. When this happens, the storm tide can reach areas that might otherwise have been safe. On top of this are pounding waves generated by the powerful winds.

The area of sea water flooding may extend along the coast for over 100 miles, with water pushing several miles inland if the land is low lying.

The combined effects of the storm tide and waves can knock down buildings, wash away roads and run ships aground. If you are caught in your home or in a car when a significant storm surge arrives, you may not survive.

The paths of cyclones are often erratic, which makes it hard to forecast exactly when and where a cyclone will cross the coast. This makes it difficult to predict how high the astronomical tide will be when the storm surge strikes, since the time difference between high and low tide is

only a few hours. As a result the Bureau of Meteorology, in its warnings to the public, makes the 'worst case' assumption that the cyclone will cross the coast at high tide.

Had Cyclone Tracy arrived in Darwin during a high tide, the devastation would have been even worse. Similarly, a low tide saved Townsville from a dangerous storm surge that accompanied Cyclone Althea in 1971.

Storm surges and tsunami

Storm surges and tsunamis are generated by quite different phenomena. While both can cause inundation and significant damage in coastal regions, they have quite different characteristics.

A *storm surge* is generated by weather systems forcing water onshore over a generally limited stretch of coastline. It will normally build up over a time frame of a few hours, as the cyclone or similar weather system approaches. Normally wind-waves on top of the surge will contribute to its effect.

A *Tsunami* is generated by earthquakes, undersea landslides, volcanic eruptions, explosions or meteorites. These travel great distances, sometimes across entire oceans affecting vast lengths of coastal land.

What should you do?

You need to plan well ahead of time.

Are you under threat?

If you live or work in the coastal tropics or subtropics, find out from your local Emergency Services or local council whether you are in a surge-prone area. If you are, decide where you will go in the event of a storm surge. You might have a friend living on higher ground with whom you could go and stay. Wherever your nearest safe high ground shelter might be, work out the safest way to get there.

To find out if you live in a storm surge area, go to www.volusia.org, scroll down to the middle of the page and click on "*Do I live in a hurricane storm surge zone?*"

Are you ready to evacuate?

Now is the time to plan for what you will do in the event of evacuation. Will you have essential medicines? What about vital documents? What will you do with your pets? Talk with your local council or Emergency Services about what you plan to do.

Volusia County Flood Response Plan

June 2014

Time to evacuate!

Be prepared to evacuate as soon as you are advised to do so. This makes it easier for Emergency Services to manage the difficult task of moving a lot of people all at once, especially if the weather is getting worse. If you choose to leave of your own accord, tell your neighbors. Don't forget your pets, important papers, medications, cash, emergency food and water, bedding,

When a hurricane threat develops, keep listening to official warnings issued by Volusia County Emergency Management and the National Weather Service. These will advise if high tides and coastal flooding are expected.

Appendix A

Volusia County Flood Response Plan – Flood Response Actions

Appendix A

Volusia County Flood Response Plan – Flood Response Actions

1. Volusia County Emergency Management Division is the agency responsible for forwarding National Weather Service flood advisory, watch, and warnings to the jurisdictions in Volusia County. However, per Florida Statue, this does not alleviate the responsibility of local governments to notify its citizens of an impending flood event or its responsibility to help its citizens prepare for and respond to a flood event. Volusia County Emergency Management will coordinate with jurisdictional Emergency Management Coordinators to assist in promulgating NWS flood advisory, watch, and warning messaging.

2. Volusia County has a distinctive geology that requires somewhat different flood response actions based on location. On the west side of the county – west of the DeLand Ridge – the county consists of closed basins; that is, there is no natural drainage to rivers or the ocean. Communities along the St Johns River – which flows south to north – are impacted by rising waters as the result of rainfall events.

Significant rainfall events can and do occur south of Volusia County that do not directly impact the county itself. However, as the St Johns flows south to north, a tropical storm that impacts the southeast part of the state can cause major flooding along the St Johns days, or even weeks, after the event.

Fortunately there is enough advance notice (several days, usually) provided by the NOAA South East River Forecast Center and the real-time river gauges located along the St Johns to allow residents and government officials sufficient time to prepare to respond to the event.

West Volusia County areas other than those along the St Johns River are impacted by significant rain events much as the east side of the county – that is, low lying areas will flood whenever there is a major rain event. The major difference is rainfall is directed to detention/retention areas, whereas on the east side of the county rainfall is directed to the Halifax and Tomoka Rivers, either directly via swales and outfalls, or from detention/retention areas, then to the two rivers.

3. On the east side of the county – east of the DeLand Ridge – rainfall drains to the Halifax and Tomoka Rivers and then to the Atlantic Ocean. This is known as an "open basin". Flooding in the east side of the county occurs in low-lying areas when the stormwater system is overwhelmed, and water is no longer able to flow into the Halifax and Tomoka Rivers. This occurs when there is a strong "Nor'easter" that pushes the water to the west, preventing water from flowing from the Halifax and Tomoka Rivers into the Atlantic Ocean. This condition is exacerbated by high tides, and particularly during high tides when there is a full moon. Flooding also occurs during periods of unusually heavy rain over an extended period of time, such as the "No-Name" rain event of 2009.

While there is one real time river gauge located on the Tomoka River near Holly Hill, to date flood categories have not been established, nor are historic flood crest data available. However, anecdotal data is sufficient to indicate that when the Tomoka and Halifax Rivers approach 9 feet, yards and some structures along both rivers will flood.

Fortunately Volusia County does not experience true "flash flood" events anywhere in the county. Floods occur only after extended periods of heavy rainfall. This provides sufficient time to alert citizens to prepare for the event.

Appendix A

Volusia County Flood Response Plan – Flood Response Actions

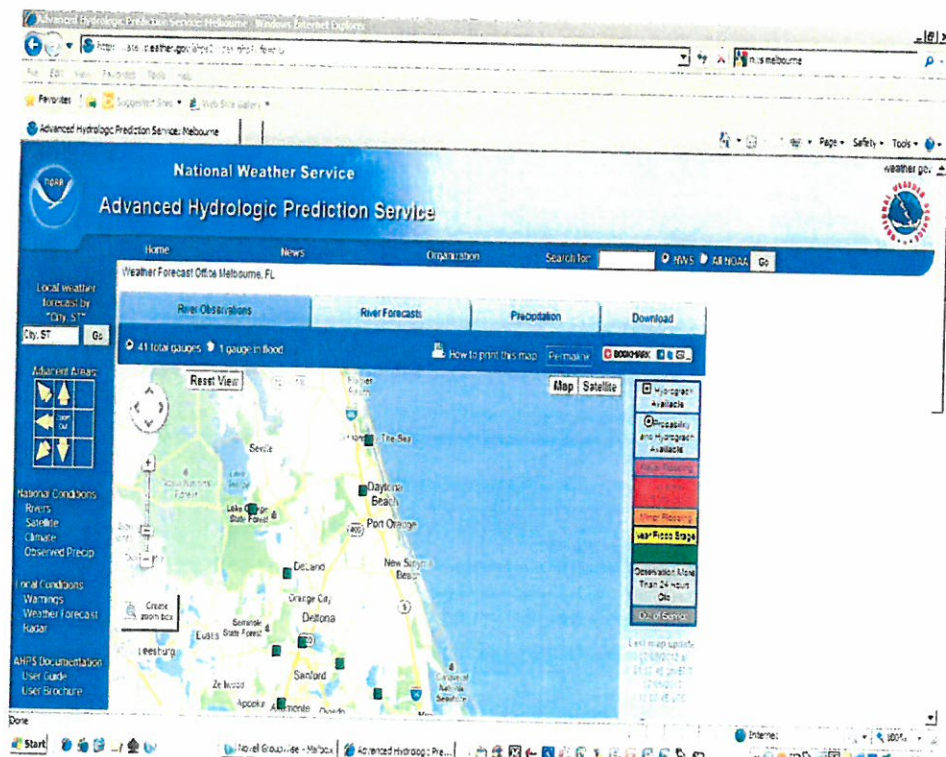
Volusia County west of the DeLand Ridge

The following charts illustrate various river heights at different locations along the St Johns River with actions that will be taken when the forecast indicates that the river will reach various levels at each site.

In general, the causes of increase river height include:

1. Large amounts of rainfall over a short period of time.
2. Small, steady amounts of rainfall over a long period of time.

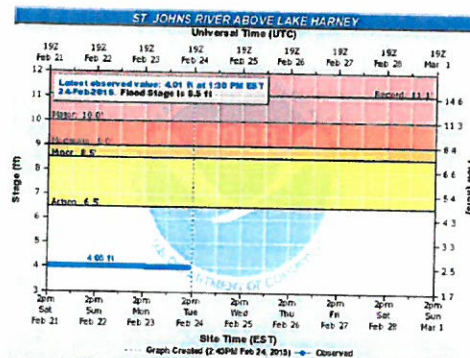
As conditions warrant, the on-duty Volusia County Operations Officer will monitor all gauges every four hours.

River gauge locations – St Johns River

Appendix A

Volusia County Flood Response Plan – Flood Response Actions

1. St Johns River above Lake Harney

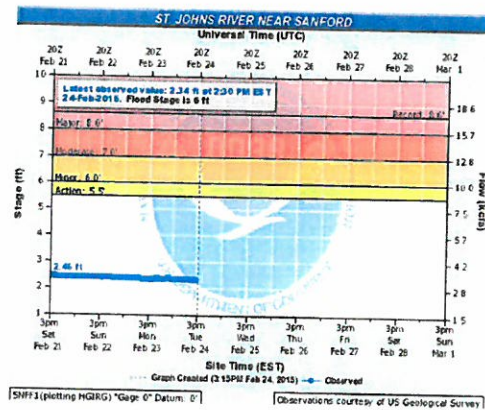


Gauge height	Category	NOAA Description of Flood	Action
6.5'	Action stage	Mullet Lake Park boat ramp and dock under water. Park will be closed.	Coordinate with FWC/VCSO to increase no-wake zones. Notify residents to take precautions. Coordinate with PIO to issue press releases/social media messages. Alert PW that sandbags may be necessary.
8.5'	Minor flooding	Water surrounds homes on stilts on Prevatt road, entering garages on the first story. Water fills yards and ditches along Whitcomb drive and lake Harney road. Roads flood in the palm shores and mullet lake areas.	Make sandbags available to residents of affected areas. Coordinate with ARC to put shelters on stand-by. Continue to issue press releases/social media messages. Prepare for road closures. Prepare to activate VC EOC.
9.0'	Moderate flooding	Water enters the first story of homes on Whitcomb drive between crossover lane and lake Harney road. Water covers mullet lake park.	Partially activate VC EOC. Continue actions as described previously. Prepare local state of emergency declaration.
10.0'	Major flooding	Flooding of homes in low lying areas becomes more significant. Many secondary roads are impassable, limiting access to homes.	Close roads as needed. Provide emergency sheltering (as required). Begin pumping where feasible. Continue media messaging. Declare local state of emergency.

2. St Johns River near Sanford

Appendix A

Volusia County Flood Response Plan – Flood Response Actions

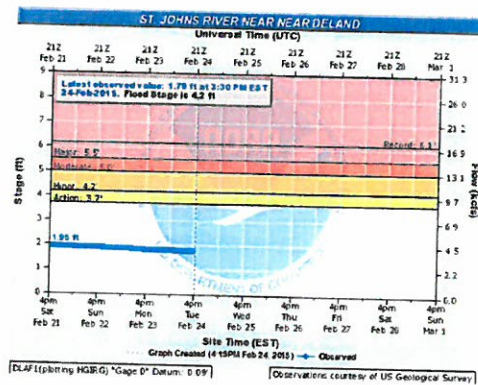


Gauge height	Category	NOAA Description of Flood	Action
5.5'	Action stage	Water moves up into yards and covers some driveways in stone island subdivision near Enterprise	Coordinate with FWC/VCSO to increase no-wake zones. Notify residents to take precautions. Coordinate with PIO to issue press releases/social media messages. Alert PW that sandbags may be necessary.
6.0'	Minor flooding	Water encroaches on low lying roads, also pool enclosures and patios in the stone island subdivision.	Make sandbags available to residents of affected areas. Coordinate with ARC to put shelters on stand-by. Continue to issue press releases/social media messages. Prepare for road closures. Prepare to activate VC EOC.
7.0'	Moderate flooding	Water begins to move over sea wall around Lake Monroe and rises into grassy areas around the sea wall. Water begins to encroach on Seminole Boulevard	Partially activate VC EOC. Continue actions as described previously. Prepare local state of emergency declaration.
8.0'	Major flooding	Flooding becomes more significant to low lying structures and marinas along the river in Volusia and Seminole counties, including Sanford, enterprise and lake Monroe.	Close roads as needed. Provide emergency sheltering (as required). Begin pumping where feasible. Continue media messaging. Declare local state of emergency.

Appendix A

Volusia County Flood Response Plan – Flood Response Actions

3. St Johns River near DeLand

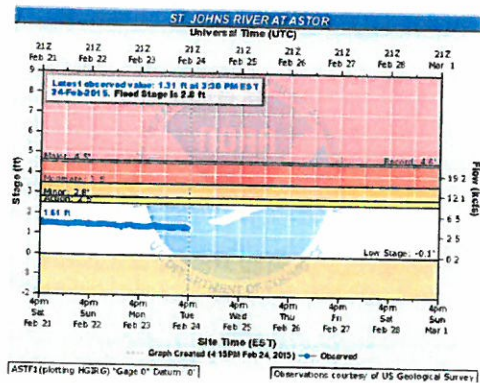


Gauge height	Category	NOAA Description of Flood	Action
3.7'	Action stage	Flooding of campsites and trails occurs at Hontoon Island State Park.	Coordinate with FWC/VCSO to increase no-wake zones. Notify residents to take precautions. Coordinate with PIO to issue press releases/social media messages. Alert PW that sandbags may be necessary.
4.2'	Minor flooding	Docks and piers are completely submerged at pier 44 marina. Many docks are partially submerged at Hontoon landing marina.	Make sandbags available to residents of affected areas. Coordinate with ARC to put shelters on stand-by. Continue to issue press releases/social media messages. Prepare for road closures. Prepare to activate VC EOC.
5.0'	Moderate flooding	Water starts to enter buildings around Hontoon island. Many secondary roads and homes in low lying areas are flooded.	Partially activate VC EOC. Continue actions as described previously. Prepare local state of emergency declaration.
5.5'	Major flooding	Significant flooding occurs to many structures and marinas along the river and in the Hontoon island area	Close roads as needed. Provide emergency sheltering (as required). Begin pumping where feasible. Continue media messaging. Declare local state of emergency.

Appendix A

Volusia County Flood Response Plan – Flood Response Actions

4. St Johns River near Astor



Gauge height	Category	NOAA Description of Flood	Action
2.5'	Action stage	Water begins to cover docks at South Moon Fish Camp. Water begins to move into yards and cover boat ramps in low lying areas along the river.	Coordinate with FWC/VCSO to increase no-wake zones. Notify residents to take precautions. Coordinate with PIO to issue press releases/social media messages. Alert PW that sandbags may be necessary.
2.8'	Minor flooding	Minor flooding occurs to a few homes in low lying areas along the river. Flooding of low lying streets and yards north of Fox Road on the Lake County side of Astor, and from River Road northward on the Volusia side of the river. Docks covered at South Moon Fish Camp and approaching sea wall at Blair's Jungle Den.	Make sandbags available to residents of affected areas. Coordinate with ARC to put shelters on stand-by. Continue to issue press releases/social media messages. Prepare for road closures. Prepare to activate VC EOC.
3.5'	Moderate flooding	Moderate flooding occurs with many yards and streets along the river and with canals flooded, water enters the first floor of low lying homes. Flooding to docks and yards at condominiums on Juno Trail and docks at Astor Bridge Marina. Roads flooded in South Moon Fish Camp and starting to move over the sea wall at Blair's Jungle Den.	Partially activate VC EOC. Continue actions as described previously. Prepare local state of emergency declaration.
4.5'	Major flooding	Major flooding occurs to homes and businesses along the river	Close roads as needed. Provide emergency sheltering (as required).

Appendix A

Volusia County Flood Response Plan – Flood Response Actions

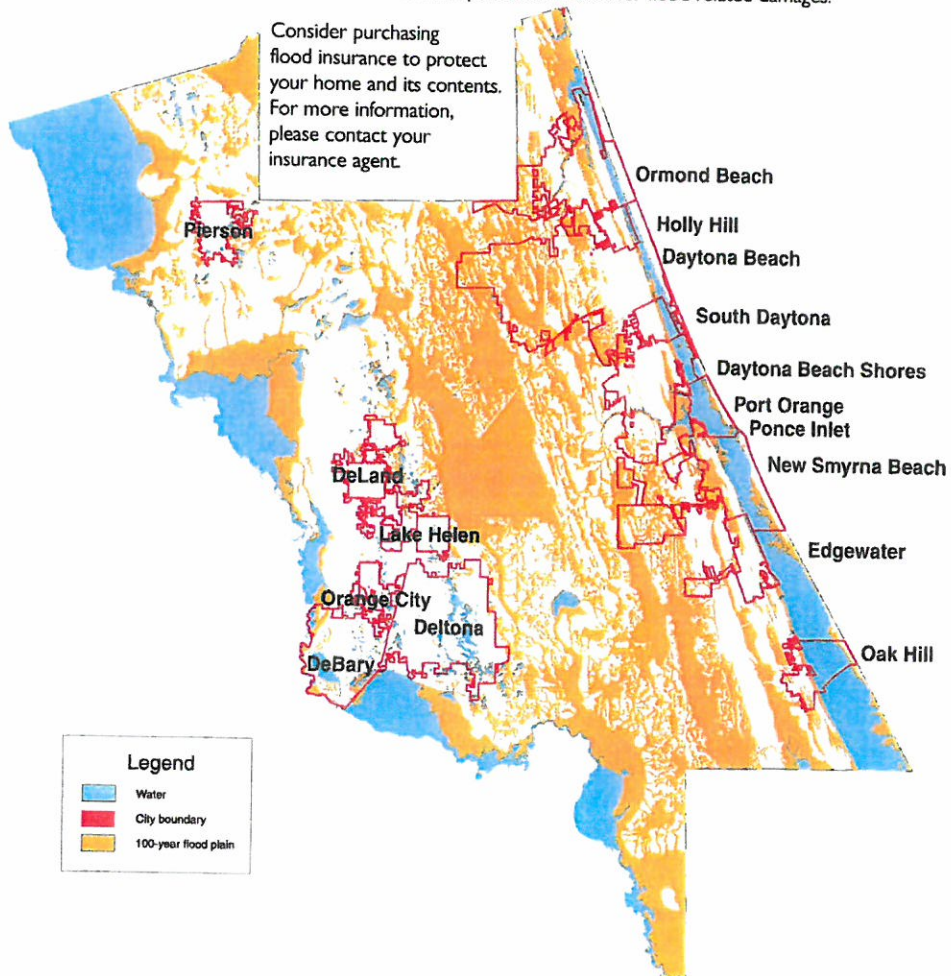
			Begin pumping where feasible. Continue media messaging. Declare local state of emergency .
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C10

100-year flood plain

If you live in or near the 100-year flood plain, your house may flood during heavy rain. Homeowner insurance policies do not cover flood-related damages.

Consider purchasing flood insurance to protect your home and its contents. For more information, please contact your insurance agent.



6/0

Volusia County Communications, Notification & Warning System Standard Operating Guideline

Volusia County Division of Emergency Management
Initial Publication: July 2012/V11.14.13

I. INTRODUCTION

There are many hazards that could require the coordinated response of public and private agencies within Volusia County. Timely and accurate alert notifications to emergency responders and the public are critical during any emergency or disaster. Any given communication, notification or warning system may fail; this possibility requires that multiple methods of communication, notification and alerts be available.

a. PURPOSE

This Standard Operating Guideline (SOG) describes the methods for the dissemination of information, alerts and warnings to both the response community and members of the general public. This document describes the various components of the alert/warning system employed to communicate emergency or disaster information in order to exhibit the system in its entirety. The communication methods identified are designated as primary, secondary, or tertiary means of communication with relation to the Emergency Management office; these systems may be the primary means of communication by other organizations. The systems are also classified under their Emergency Management use to initiate, receive, and/or relay alerts to internal and external organizations.

b. SCOPE

This SOG covers communication and notification to the public and the response community within Volusia County. Connectivity of the County Warning Point to the State Watch Office (SWO) aligns information flow out of the County and into a much larger communication network. Information also flows from the SWO to the County. While the nations system of alert, warning, and notification is presented in general terms the scope of this document is centered on actions taken within and by the County itself.

II. ROLES AND RESPONSIBILITIES

Responsibilities for monitoring, communication, notification and warning are shared among many agencies and involve the cooperative efforts of governmental entities as well as public/private partnerships and contracted services with private industry.

A. Organizations

The following organizations and components share monitoring and notification responsibilities relevant to this SOG:

- a) Volusia County Emergency Management Division (VCEMD)
- b) Volusia County Sheriff's Communications Center (County Warning Point)
- c) Volusia County I.T. Division and the Financial and Administrative Services Department (ESF-2 Lead)
- d) Volusia County Community Information (ESF-14 Lead)
- e) State of Florida Division of Emergency Management (State Watch Office)

Volusia County Communications, Notification & Warning System Standard Operating Guideline

- f) FEMA and the Emergency Alert System (EAS)
- g) NOAA, the Storm Prediction Center , and the National Weather Service

B. Monitoring, Detection, Notifications

Volusia County Sheriff's Communications Division is the County Warning Point and is responsible for the notification of county personnel with a primary emergency response and/or recovery tasking. Information flow comes from a variety of sources such as emergency management officials, municipal law enforcement, Central Florida Information Exchange, private citizens, the National Weather Service, utility providers, and private industry, amongst others. The County Warning Point is manned 24/7/365 and utilizes these resources to maintain a high level of situational awareness.

Detection of actual or suspected hazards often occurs through the consolidated dispatch center which is the County Warning Point. The County Warning Point monitors events unfolding in the County and in turn notifies the County Emergency Management Office and the State Watch Office when State Watch Office guidelines are met.

County Warning Point Detection Includes

- 911
- Law enforcement intelligence efforts
- Warnings or announcements by the perpetrators
- The characteristics of the event, such as explosion or chemical recognition
- Witness accounts
- The medical or physical symptoms of victims
- Laboratory results from samples taken at the scene or from victim's bodies
- Monitoring of a community's morbidity and mortality on a routine basis
- Unexplained disruption or failure of a computer network, telecommunications system or Internet service.

a. Volusia County Emergency Management Division (VCEMD)

The Volusia County Emergency Management Division is always at a Level-3 activation monitoring all hazards, both natural and man-made, which may impact the safety and well-being of Volusia County citizens, visitors and property. Volusia County Emergency Management maintains a call down list for notifications of Emergency Management staff by the County Warning Pointy under State Watch Office Criteria. This call down list is provided to the County Warning Point and is used to contact Emergency

Volusia County Communications, Notification & Warning System Standard Operating Guideline

Management Staff during events that meet State Watch Office notification guidelines which encompass all hazards both man-made and natural.

VCEMD monitors NAWAS, EMnet, NOAA Weather Radio, 800MHZ radio system, and also maintains emergency contact lists for all Emergency Support Functions, City Emergency Management Coordinators, Fire Chiefs, Police Chiefs, and the Executive Management Group referred to as the Managers Advisory Group (MAG). VCEMD also monitors email notifications from the National Oceanic and Atmospheric Association's National Weather Service Office, Central Florida Intelligence Exchange, and the State Warning Point; these will be disseminated to other agencies as needed.

As a hazard becomes more imminent the VCEMD may issue advisories or forward information in order to raise awareness of the potential event among the local response community, and/or partially activate to bring in additional support to establish information flow to the public through additional organizations or ESFs such as ESF-14 Public Information. VCEMD will forward all flood advisories, watches, and warning issued by the National Weather Service to potentially impacted jurisdictions. VCEMD will provide advance notification of severe weather events (tropical storms/hurricanes/forecast flood events) to the current PSN list, Health Care Facility list, and all public schools in Volusia County in order to ensure that facilities that may need to evacuate have sufficient time to notify transport companies, close schools, and in general prepare for the event.

VCEMD maintains the contracted services for Satellite Phones and the Public emergency notification system FirstCall Communications. VCEMD also maintains a Memorandum of Understanding with the Volusia Amateur Radio Emergency Services (ARES) group.

On a quarterly basis, administrative staff update the contact database that contains information for all of the municipalities, ESFs, support staff, and the Manager's Advisory Group. Each agency provides a primary contact and alternates to reach during an emergency event. This includes groups used on a daily basis as well as advisory groups that are sent information during an event. The contact database and the wide variety of email groups allow us the capability to communicate with all Emergency Management stakeholders, personnel, and elected officials. Testing and correction of failures in the email groups also occurs regularly with email invitations to training and exercises.

Volusia County Emergency Management will ensure annual tests occur including the "Open Text" (formerly Easy Link) system, Satellite Phones, 21st Century, the Citizens Information Center number, back-up EOC phone lines, and the SLERS radio.

The current operations section of Volusia County Emergency Management is responsible for review and update of this plan. At a minimum this

Volusia County Communications, Notification & Warning System Standard Operating Guideline

document will be reviewed by Current Operations staff on a biennial schedule.

Volusia County Sheriff's Communications Center (County Warning Point, CWP)

The Volusia County Sheriff's Communications Center communicates critical information to VCEMD and the State Watch Office (SWO) triggered in accordance with the SWO notification guidelines. The Sheriff's Communications Center is also the designated County Warning Point (CWP) and is responsible for 24/7 monitoring of the Federal NAWAS (National Alert Warning System), and the State of Florida EMnet. Volusia County Emergency Management Division currently maintains the contract for the FirstCall emergency notification system, while the CWP maintains the ability and staffing to distribute alerts with this notification system.

b. Volusia County Information and Technology Division Financial and Administrative Services Department ESF-2 Communications

The mission of Emergency Support Function #2, Communications, is to plan and implement a multifaceted communications network to support the functioning of county government at the time of a disaster, including the ability to effectively interface with federal, state and local government agencies and organizations involved in the emergency response and disaster recovery efforts. The communications network must be resilient, redundant, and capable of providing support during any emergency or special situation.

ESF-2 is also responsible for coordinating with VCEMD and the Amateur Radio Emergency Services. Volusia County Communications Department maintains the County's 800 MHz radio system.

c. Volusia County Community Information ESF-14 Public Information

Emergency Support Function 14 disseminates disaster related information to the Public. During times of CEOC activation this is accomplished through press releases and the posting of information to the County's web site and through communication with a network of Public Information professionals called the Volusia/Flagler Public Information Network (PIN).

d. State of Florida Division of Emergency Management

The State Division of Emergency Management operates the State Emergency Operations Center which houses the State Watch Office (SWO). The SWO is a 24/7 operation and serves to provide a single point of information and warning dissemination to Federal, State, and/or Local governmental officials. The Division also provides, utilizes and monitors the EMnet Voice Manager and Message Manager, NAWAS, and is the State entry point for the Emergency Alert System (EAS) messages.

e. FEMA, and the Emergency Alert System (EAS)

FEMA, the FCC and NOAA/NWS jointly coordinate the EAS to allow the dissemination of local emergency messages via this system. The EAS is used on AM, FM and Land Mobile Radio Service, as well as VHF, UHF,

Volusia County Communications, Notification & Warning System Standard Operating Guideline

FiOS (wireline video providers), and cable television including low-power stations.

f. National Weather Service NOAA Weather Radio System

NOAAs Storm Prediction Center and the National Weather Service are responsible for the preparation and issuance of severe weather forecasts and warnings designed for the protection of life and property of the general public. They are responsible for the operation and maintenance of the NOAA Weather Radio All Hazards (NWR)

III. COMMUNICATION COMPONENTS

1) Radio, Telephone, and Computer Infrastructure

a. County-wide 800 MHz Harris EDACS (Enhanced Digital Access Communications System) radio system

Overview (primary/initiate, receive and relay)

Volusia County currently operates a Harris 800 MHz EDACS Trunking radio system. The system consists of 2 Multi-Site Simulcast radio systems. (System "A" is 14 chs. and System "B" is 16 chs. Totaling 30 chs. to achieve County coverage. It is "Dual Mode" capable allowing both analog and digital voice transmissions. There are over 400 trunked talk groups available. There are approximately 10,000 radios within Volusia County.

In the event of a failure this system will revert fail-soft and continue trunking. As a backup to total system failure, there is access to 5 conventional State Mutual Aid frequencies, Volusia County's UHF MEDCOM system and a portable trailer radio system with a 100' tower.

Volusia County maintains regional interoperability with 5 surrounding counties with the existing system and interoperability to unlimited users with the use of communications equipment designed to cross patch systems and frequencies. (ie. FIN and VIDA Gateway).

As a 3rd level of backup, we have a Standalone 5ch. Trunked system at EVAC ambulance for redundancy and use for special events.

Application

This system is suitable for public safety communications and notifications across all hazards to those individuals utilizing both the mobile and portable radio system.

Volusia County Communications, Notification & Warning System Standard Operating Guideline

Testing

This is a daily use system. Preventative maintenance is done every 6 months, conducting extensive testing of every component in the system. **Telephone Systems (Land-line, Fax, TTY/TDD)**

Overview (primary/initiate, receive and relay)

The Volusia County Emergency Management Division maintains land-line telephones on the County's digital switch as well as analog lines. In the event of failure of the internal switching network, a system of analog direct dial telephones are available. Facsimile machines are available in the CEOC and Message Center and a TTY/TDD device is operational to facilitate communications with the hearing impaired.

Application

This system is suitable for communications and notifications across all hazards to those individuals utilizing land-line telephone systems including facsimile and TTY/TDD devices.

Testing

This is a daily use system and the back-up phone lines and CIC number are tested annually by VCEMD staff.

b. Cellular Phone

Overview (secondary/initiate, receive and relay)

Volusia County currently provides cellular phone service to Emergency Support Function Leads through Sprint and ATT. A list of cellular phone contact numbers for all ESFs is maintained by VCEMD.

Application

This system is applicable across all hazards for notification to those possessing cellular phones.

Testing

This is a daily use system. The phone contact lists are updated quarterly by the VCEMD.

c. Satellite Telephones

Overview (secondary/initiate, receive)

A contract for satellite radio/telephones is maintained by VCEMD. Base units are located in the CWP and CEOC. Portable units can be issued to key personnel. County Communications also has a satellite communication trailer(Trak-Star) capable of both voice and data transmission.

Application

This system is applicable across all hazards.

Testing

Volusia County Communications, Notification & Warning System Standard Operating Guideline

This system is tested annually. The telephone system is tested by placing calls to the satellite telephone service provider.

d. Computer Systems (Internet, Email, Cellular Broadband Aircards)

Overview (primary/initiate, receive and relay)

Computer networks and the ability to communicate via Internet based applications and E-mail is widespread and is utilized for daily business use.

VCEMD staff maintain multiple email groups that are used during times of emergency. Many of these groups are used on a regular basis and updates are made upon email failure.

Many have portable access to the Internet and E-mail through the use of laptop computers and wireless broadband services. Email failures in these groups are addressed.

In addition to the standard email lists Volusia County Emergency Management maintains E-Update, which allows the Public to sign up for email alerts through the VCEMD web site:
<http://volusia.org/emergency/>

Volusia County Emergency Management Staff also receive alerts and warnings from the State Watch Office specific to Volusia County via the FDEM email alert notification system in alignment with the State Watch Office notification standards.

Application

This system is applicable across all hazards and is especially useful for providing information about impending events. The State Watch Office email groups provide timely notifications which continue through incidents specific to Volusia County. This information is produced in

Testing

These are daily use systems and are tested in nearly real time. However, the email notification groups and contact database that Emergency Management Maintains is updated quarterly. Also, all of the groups are tested at least twice a year with the release of Hurcon 2 on June 1st and Hurcon 1 on November 30th.

2) Internal Notifications and Public Warnings

a. Public Emergency Notification system FirstCall (primary to public)

Overview (initiate and relay)

FirstCall provides an emergency telephone notification system. This is an extremely high-speed telephone communication service

Volusia County Communications, Notification & Warning System Standard Operating Guideline

available for emergency notifications. The system is capable of delivering customized pre-recorded emergency messages directly to homes and businesses at the rate of up to 60,000 calls per hour. Access to this system is gained through contact with the County Warning Point (CWP) on a 24/7 basis.

Application

This system is capable of emergency notifications to the Public and Responders across all hazards. It is also capable of targeting vulnerable populations and houses the special needs registry contact list.

Testing

The system is maintained and operated by the CWP and used on average more than 10 times per month. The system is also tested by VCEMD at least annually.

b. HAM Radio Communications

Overview (secondary/initiate, receive and relay)

Volusia ARES radio operators may be used for communications between the CEOC and public shelters during activations. They may also be used as backup communications in the event of a complete communications infrastructure failure. Capabilities include local VHF/UHF, long-haul HF and digital communications services. Amateur Radio also serves as SkyWarn for Severe Weather Storm Spotters.

Application

This system is applicable across all hazards.

Testing

The Volusia County Amateur Radio Emergency Service (VolARES) group is responsible for maintaining and testing the system. They hold a weekly on-air voice and digital net test. This system is also tested during special events activations of the County EOC.

c. National Warning System (NAWAS)

Overview (primary) (initiate, receive and relay)

The National Warning System (NAWAS) is a 24-hour continuous private line telephone system used to convey warnings to Federal, State and local governments. A NAWAS telephone set is monitored 24/7 at the CWP. NAWAS is also monitored at the CEOC during standard business hours and 24 hours during full activation.

Application

This system provides a notification method between the SWO and CWP. When the County EOC is activated for planned events NAWAS may be the means of notification to the SWO that the

Volusia County Communications, Notification & Warning System Standard Operating Guideline

CEOC is activating. This system may also be used to notify the SWO of un-planned activations.

Testing

This system is tested weekly and documented in the State Watch Office summary.

d. EMnet Voice Manager and Message Manager

Overview (primary) (initiate, receive and relay)

The Emergency Management Network Voice Manager (EMnet VM) and Message Manager (MM) constitute the SWO's primary backup communications system for voice and data communication to the counties and other state agency emergency management facilities. The EMnet MM receives weather bulletins from the local NWS office as well as other EAS bulletins. The EMnet VM provides voice communications between County Warning Points, the County EOCs, NWS Offices, and the State Watch Office.

Application

This system is applicable for communication with the SWO, County Emergency Management Offices, NWS Offices, and plugs in to the Integrated Public Alert and Warning System (IPAWS) and the Emergency Alert System (EAS).

Testing

Weekly tests are conducted and documented in the State Watch Office summary. VCEMD staff also conducts weekly line checks.

e. Citizen Information Center Disaster Hotline

Overview (primary) (receive and relay)

Volusia County's non-emergency Citizen Information Line is a one-stop information and assistance center that answers questions, coordinates complaints, handles designated requests for services and serves as a means for rumor control in Volusia County. During CEOC activations it is a 24/7 conduit for citizens to report non-emergency disaster related issues or receive important information prior to, during and following a disaster or major emergency. The CIC is located in the County EOC.

Application

This system is useful for receiving and passing non-911 type information to the public. TTY/TDD equipment is available to facilitate communication with the hearing impaired.

Testing

This is a daily use system. However, this phone line is open and re-routed to the County EOC during times of disaster.

f. All Hazards NOAA Weather Radio (NWR)

Volusia County Communications, Notification & Warning System Standard Operating Guideline

Overview (secondary for EM/initiate, receive and relay)

NWR broadcasts National Weather Service (NWS) warnings, watches, forecasts and other non-weather related hazard information 24 hours a day. During an emergency, NWS forecasters interrupt routine broadcasts and send a special tone activating local weather radios. Weather radios equipped with a special alarm tone feature sound an alert to give you immediate information about a life-threatening situation. NWR broadcasts warnings and post-event information for all types of hazards: weather (e.g., tornadoes, floods), natural (e.g., earthquakes, forest fires and volcanic activity), technological (e.g., chemical releases, oil spills, nuclear power plant emergencies, etc.), and national emergencies (e.g., terrorist attacks). Working with other Federal agencies and the Federal Communications Commission's (FCC) Emergency Alert System (EAS), NWR is an all-hazards radio network, making it the most comprehensive weather and emergency information available to the public. Life-threatening weather emergency messages are alerted on NWR. Many of those same weather-related emergency messages are also broadcast via the EAS.

Volusia County is served by KIH26 operating on 162.4 MHz and the County S.A.M.E. code is 012127.

Application

This system is used to automatically inform and alert regarding high winds, severe weather, wildland/urban wildfire conditions, and other weather related events. Non-weather related hazard information can also be disseminated via the Weather Radios.

Testing

Weekly tests are conducted by the National Weather Service and are coordinated with VCEMD. Volusia County Radio Services broadcasts the weekly tests over the County 800MHz radio system.

g. National Emergency Alert System (EAS)

Overview (secondary for EM/initiate, receive and relay)

The Emergency Alert System (EAS) is a national public warning system that requires broadcasters, cable television systems, wireless cable systems, satellite digital audio radio service (SDARS) providers and, direct broadcast satellite (DBS) service providers to provide the communications capability to the President to address the American public during a National emergency. The system also may be used by state and local authorities to deliver important emergency information such as AMBER alerts and weather information targeted to a specific area.

Application

This system is applicable to all hazards. VCEM can request that emergency messages be disseminated via the EAS by notifying the

Volusia County Communications, Notification & Warning System Standard Operating Guideline

SWO and the local Primary LP-1 Control Station, WPOZ-FM or the local NWS office.

Testing

Testing of the EAS is the responsibility of the SWO and the Local Primary LP-1 Control Station. Monthly tests are conducted by the SWO and the Local Primary LP-1 Control Station. Digital television and cable providers, along with Sirius XM satellite radio, IBOC, DAB and digital radio broadcasters have been required to participate in the EAS since December 31, 2006. The last nationwide test was conducted November 9, 2011 2pm EST.

h. Commercial Broadcast Media

Overview (primary for EM/initiate, receive and relay)

Volusia County is served by several broadcast television stations representing all the major networks and a multitude of AM/FM radio stations. All stations maintain equipment capable of receiving alerts broadcast through the EAS system. Additionally, VCEM has an agreement with Brighthouse Cable to issue "cable override" messages as requested.

Application

Use of this system is applicable across all hazards to alert and warn the public of impending or occurring emergency events or to disseminate emergency information.

Testing

This is a daily use system.

i. Integrated Public Alert and Warning System (IPAWS)

Overview (secondary for EM/initiate, receive and relay)

Federal, state, territorial, tribal, and local alerting authorities may choose to use IPAWS and may also integrate local systems that use Common Alerting Protocol (CAP) standards with the IPAWS infrastructure. IPAWS gives public safety officials an effective way to alert and warn the public about serious emergencies using the Emergency Alert System (EAS), the Commercial Mobile Alert System (CMAS), NOAA Weather Radio (NWR), and other public alerting systems from a single interface. This interface can be reached through EMnet or FirstCall.

Application

This system integrates many of the commonly used communication components including cell phones and television. The primary focus of this system is to allow federal officials to communicate over large geographical areas. However, local authorities could access this system to alert or warn residents of the County.

Volusia County Communications, Notification & Warning System Standard Operating Guideline

Testing

This system integrates multiple programs which are tested independent of each other.

j. Person-to-Person Contact

Overview (secondary/initiate, receive and relay)

Person-to-person or door-to-door contacts can be made with field personnel such as Firefighters and Law Enforcement Officers. Typically methods employed would be by use of PA systems on Fire Apparatus and/or Patrol Cars.

Application

This system is especially useful to notify neighborhoods and large groups of people in the events of high winds, hazardous materials incidents, flooding, wildland/urban wildfires, droughts and terrorism.

Testing

This is a daily use system.

k. SLERS (State Law Enforcement Radio System)

Overview (tertiary/initiate, receive, and relay) Florida's Statewide Law Enforcement Radio System (SLERS) is a single, unified radio network that meets the radio voice communications needs of state law enforcement officers and other participating agencies throughout the state. SLERS is a 800/700 (aircraft) MHz system consisting of 200 microwave sites, RF multi-sites, and RF simulcast sites. The SLERS all-digital radio network covers over 60,000 square miles (including 25 miles offshore) with 98% mobile coverage and portable coverage in selected areas. The VCEOC and the FDEM Regional Coordinators have these radios.

Application

This system can be used to communicate with the Florida Division of Emergency Management Regional Coordinators.

Testing

This is a daily use system and Volusia County Emergency Management will ensure it is tested at least annually.

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Emergency Operations Center (EOC) for two purposes. The first is to make all minor updates and track them for later incorporation into the next edition of the CEMP. The second is to have a copy of the most current CEMP available in the EOC for reference during activation of the plan. Major changes are promulgated via change notices distributed IAW the CEMP master distribution list.

II. SITUATION

The Volusia County CEMP is intended to reflect the unique characteristics of the county and its municipalities before, during and after a disaster. This section of the CEMP summarizes information about the county that is relevant to developing, maintaining and implementing the plan.

Overview of the Situation

Volusia County is a large, geographically diverse political subdivision of the State of Florida, and the CEMP must account for the county's characteristics. The land area of the county is in excess of 1,200 square miles. In this area, approximately 454,000 residents are generally clustered into two major areas of development - the coastal areas east of I-95 and along the US 17/92 and I-4 corridors in the west and southwest. Sixteen municipalities comprise approximately 75% of the total population and range in size from approximately 1,300 (Oak Hill) to 85,000 (Deltona), based on the 2010 estimates. Ten municipalities are clustered in the eastern area while six are grouped in the west and southwest. The number of jurisdictions and wide-range of capabilities are important considerations for the Volusia County CEMP. Providing first response emergency services within the 16 municipalities and the unincorporated and specialized areas (beach, airport) are 16 local law enforcement agencies, 14 fire/rescue/EMS agencies (including EVAC), and 16 public works agencies. In addition, Volusia County has several large venues where residents and visitors gather throughout the year, including the Daytona International Speedway and the north and south beach areas that cross six jurisdictions. These sites are the focal points of several special events activities attracting international attention that increase the in-county populations by 50-75% at several times throughout the year.

A. Hazards Analysis

1. Volusia County is vulnerable to a wide range of natural, technological and societal hazards. The most prominent hazards that threaten the County and municipalities are hail, hurricanes and tropical storms, lightning, severe winter storms, thunderstorms, tornados, coastal erosion, drought,

flood, storm surge, sinkholes, tsunamis, and wildfires. Man-made and technological hazards include cyber attack, agroterrorism, terrorism, HAZMAT (man caused and terrorism), civil disturbance, coastal oil spill, and mass migration. Wildfires destroyed 163,000+ acres during the summer of 1998. Hurricane Dora impacted the coastal areas in 1964, while inland Volusia County was impacted by Hurricane Donna in 1960. The entire County was affected by hurricanes Charley, Frances, Ivan, and Jeanne in 2004.

2. The assessment of the vulnerability of the community to these hazards is an integral part of the development and maintenance of the Volusia Prepares hazard mitigation planning process. Volusia Prepares is a multi-jurisdictional, public-private partnership to develop and implement a strategy to decrease the vulnerability of the community to the impacts of future disasters. Volusia Prepares was initiated in 1999 with the issuance of a detailed strategy that included a comprehensive hazards analysis and vulnerability assessment. The mitigation planning effort has been continuing since that time, and has recently been supplemented by additional efforts under federal local mitigation planning programs.
3. A detailed hazard assessment process was originally conducted by the Volusia Prepares planning participants in 1999, and updated in 2010; the following table indicates those hazards considered common or having the potential to affect the County:

	<i>Weather</i>	<i>Health</i>	<i>Ecological</i>	<i>Economic</i>
Natural	Hail	Pandemic	Tsunami	Civil disturbance
	Hurricane/Tropical Storms	Agroterrorism	Sinkhole	
	Lightning		Wildfire	
	Severe Winter Storm		Coastal Erosion	
	Thunderstorm		Drought	
	Tornado		Flood	
			Storm Surge	
Techno-logical		HazMat Incidents (man caused and terrorism)	Coastal Oil Spill	Cyber attack
Socie-tal/Civil				Civil disturbance
				Mass Migration

				Terrorism

4. The Volusia Prepares FEMA approved Local Mitigation Strategy, *Volusia Prepares*, issued in 1999, and updated in 2010, contains an extensive analysis of the potential impact of various types of hazards on the property within the county, with a particular emphasis on the predicted property damage that would result from hurricanes. Continuing mitigation planning efforts by the county routinely update and refine the hazards identification and risk assessment process.
5. Weather-related disasters are a major concern to Volusia County. The county also has a high percentage of its land lying within the 100-year flood plain. Over the last few years Volusia County has experienced flooding problems caused by both annual increases in the water table and the recent El Niño phenomenon. The winter storm of 1993 (the "Storm of the Century") caused an estimated \$15 million in crop damage, and over \$2.5 million damage to public and private property in Volusia. Tornadoes in May of 1994 caused \$6.7 million in private property damage. Tropical Storm Gordon in November 1994 caused over \$3.8 million in public damage and over \$9.3 million in private property damage. 1995 and 1996 brought damage from hurricane Erin, and evacuation and activation costs for Fran and Bertha. Tornadoes and other El Niño related events since July 1997 have caused over \$21 million in individual damage to residents and business. 165 residences were destroyed, 344 received major damage, and 413 suffered minor damage. 8 businesses were damaged. The total cost for the response, clean-up and damage to public facilities is not included in this figure. Additional information regarding the costs and impacts of disaster events is routinely gathered as a part of the Volusia County mitigation planning program. A summary of EOC activations by disaster is located [here](#).

B. Geographic Information

1. Geographic area:

a. Area

Volusia County is located on the Atlantic coast in the north-central portion of the Florida coastline. The county is bordered on the south by Brevard and Sem-

inole Counties, on the west by Marion, Seminole and Lake Counties, the north by Putnam and Flagler Counties, and on the east by the Atlantic Ocean. There are 832,000 acres (1,062 square miles of land and 238 square miles of water) located within the borders of Volusia County, including 47 miles of ocean beaches.

b. Topography

The topography of the county is generally flat, with little variation in elevation.

c. Land Use

Land use patterns are influenced by the waterways and road system. As with most of the Central Florida Area, more areas are being developed for residential and commercial uses. All county jurisdictions have adopted comprehensive land plans, zoning, and building codes.

d. Water Area

There are 238 square miles of water located within the borders of Volusia County, including 47 miles of ocean beaches.

e. Drainage Patterns

Volusia County has three primary rivers running north parallel to the east and west boundaries. The Halifax River is approximately 27 miles long and parallels the Atlantic Ocean running the length of the county ending in Ponce Inlet. The Tomoka River and Spruce Creek empty into the Halifax River. The Indian River (a part of the Inter-Coastal Waterway) starts at Ponce Inlet, then parallels the Atlantic Ocean and flows south 21 miles through the county continuing into Brevard County at its southern point. The St. Johns River flows south to north along the entire length of the county's western boundary. The St. Johns runs 60 miles through Puzzle Lake, Harney Lake, Lake Monroe and Lake George before continuing out of the county.

f. Environmentally Sensitive Areas

Volusia County has 48 miles of coastline enveloping 1,090 acres. Coastal marshland covers 39,488 acres while inland swamps cover 135,808 acres. The coastal areas, beaches and inland swamps are considered to be environmentally sensitive areas. Volusia County has been divided into six geographic areas by the Water Quality Management Program of the Volusia Council of Governments. These are the Tomoka Basin, which remains largely in a natural state, with little urbanization. The Mosquito Lagoon Basin (North Indian River), in which land use is dominated by agricultural and forested lands, with approximately 20% of the area urbanized. The Spruce Creek/Turnbull Bay Basin is only slightly urbanized, with most of the land cover being forest or wetland. The Middle St. Johns River Basin contains a portion of the Interstate 4 corridor, although only 5% of the land in this basin is urbanized, with the remainder being forested and in agriculture. Finally, the Central Recharge Area, in the center of the county, has two major transportation corridors (Interstate 4 and U.S. 92), although most of the land use is forest, wetlands or rangelands. Developed lands account for only 3% of the basin.

g. Flood Prone Areas

Flood Prone Areas in Volusia County are identified as those areas within the 100-year floodplain, and other areas subject to repetitive flooding along the rivers and lakes. In addition, flooding occasionally occurs in localized areas as a result of inadequate drainage. See LMS for further information.

2. Geographic Hazard Areas-

The geographic areas of the county that are expected to suffer the impact of the hazards are identified within the [Vulnerability Maps](#)

C. Demographic Information

1. Population Characteristics:

a. Total Population



C10

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
 Governor

BRYAN W. KOON
 Director

July 24, 2012

Mr. Charlie Craig, Director
 Volusia County Department of Emergency Management
 49 Keyton Avenue
 Daytona Beach, FL 32124

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Dear Director Craig:

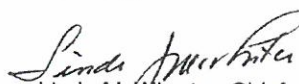
In accordance with the provisions of Rule Chapter 27P-6, Florida Administrative Code (FAC), the Florida Division of Emergency Management (FDEM) has completed its review of the Volusia County Comprehensive Emergency Management Plan (CEMP). The review team has determined that your plan meets the CEMP compliance criteria. We hope that the comments and discussions the review team had with you and your staff during the review will assist you in future planning efforts and enhance the update of your CEMP.

The approved plan must now be adopted by resolution by the Board of County Commissioners within 60 days in accordance with Rule 27P-6.006(10) FAC. You must forward a copy of the adoption resolution and an electronic copy of the adopted plan to FDEM to complete compliance. Failure to adopt the plan by resolution within 60 days will result in a letter of non-compliance unless an adoption extension is requested in accordance with Rule 27P-6.006(10) FAC.

Mr. Charlie Craig
July, 24, 2012
Page Two

If you have any questions or need additional information regarding the plan's approval, please contact your review team leader, Rachel Sparling, at (850) 413-9927 or by email: rachel.sparling@em.myflorida.com.

Sincerely,


Linda McWhorter, Chief
Bureau of Preparedness

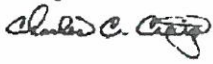
LM/br/rs

cc: Frank T. Bruno Jr., Chairperson of BOCC, Volusia County
Jim Roberts, DEM – Regional Coordinator Team Leader
Shawn Collins, DEM – Regional Coordinator
Tim Kitchens, RPC Representative
Leo Lachat, DEM – Recovery
Miles Anderson, DEM – Mitigation
Rachel Sparling, DEM – CEMP Program Coordinator

File Number: 197

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Page 1 of 1

Date: 09/06/2012		AGENDA ITEM		Item: 30
☐ Ordinance	☒ Resolution	☐ Budget Resolution	☐ Other	
Department: Public Protection				
Division: Emergency Management				
Subject: Resolution adopting comprehensive emergency management plan.				
George Recktenwald Interim Director Public Protection 		Legal Daniel D. Eckert County Attorney Director Legal Department 	County Manager's Office Rhonda Orr Deputy Director Director Financial and Administrative Services	
Charles Craig Director Emergency Management 		Approved as to Form and Legality		
Council Action:				
Modification:				
Account Number(s): NA				
Total Item Budget: NA				
Staff Contact(s):		Phone:	Ext.	
George Recktenwald		386 740 5120	12904	
Charles C. Craig		386 254 1500	11505	
Summary/Highlights: The Florida Division of Emergency Management has approved the county comprehensive emergency management plan submitted to it for quadrennial compliance review. The plan is continually revised to reflect changes such as population, growth, organizational and resource development, technology, protocols, and procedural and operational methodologies. The plan must be adopted by resolution, if it meets council approval. It is available in interactive DVD format for review in the county manager's office. Plan distribution will be made to all jurisdictions and lead emergency support function agencies upon adoption.				
Recommended Motion: Approval.				

RESOLUTION NO. 2012-116

**RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA,
ADOPTING THE VOLUSIA COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT
PLAN.**

WHEREAS, Section 252.38 (1) (a), Florida Statutes, assigns to the governing body of each county the responsibility to establish and maintain an emergency management agency and develop a county emergency management plan and program that serves the county; and

WHEREAS, THE County Emergency Management Division is required to develop and submit to the county council for adoption a County Comprehensive Emergency Management Plan (CEMP) that is coordinated and consistent with the provisions of the State CEMP; and

WHEREAS, Rule, Chapter 27P-2.002 requires the State Division of Emergency Management to formally review and approve the County CEMP at a minimum of every four years as meeting the criteria for such plans established in Rule, Chapter 27P-6.006; and

WHEREAS, the State Division of Emergency Management reviewed and has provided Volusia County notice that on July 24, 2012 the Volusia CEMP meets compliance criteria; and

WHEREAS, section 46-151 of the County of Volusia Code provides for adoption of the Volusia County CEMP and incorporation of said plan therein; and

WHEREAS, the Volusia County CEMP, now meeting state plan criteria, must be adopted by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN AN OPEN MEETING DULY ASSEMBLED IN THE VOLUSIA COUNTY ADMINISTRATIVE CENTER, IN THE CITY OF DELAND, THIS 6TH DAY OF SEPTEMBER, A.D. 2012 AS FOLLOWS:

SECTION I: The Volusia County CEMP, dated July 24, 2012 is hereby adopted.

SECTION II: The Volusia County CEMP may be updated and revised by the County Emergency Management Division at any time between quadrennial reviews of the State Division of Emergency Management to reflect any changes that may occur in the County, and to maintain coordination and consistency with the State CEMP.

SECTION III: This resolution shall become effective immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING.

VOLUSIA COUNTY COUNCIL

By: Frank T. Bruno, Jr.
Frank T. Bruno, Jr., County Chair

ATTEST:

James T. Dinneen
James T. Dinneen, County Manager

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INTRODUCTION

A. Mission. Coordinate and facilitate resources to minimize the impacts of flood incidents on people, property, the environment and the economy of Volusia County.

B. Purpose. To establish responsibilities for agencies and organizations within Volusia County and document responsibilities of Volusia County Emergency Management in regard to preparation for, response to, recovery from and mitigating the effects of flood incidents within the County.

C. Scope. The County of Volusia Flood Response Plan is incorporated in the Volusia County Comprehensive Emergency Management Plan. This plan addresses flooding incidents, as described in each of the anticipated Flood Event Scenarios, and provides the foundation for:

1. The establishment of an organization and responsibilities for efficient and effective use of government, private-sector and volunteer resources if a flood incident occurs within Volusia County.
2. An outline of other participants' responsibilities in emergency management activities within Volusia County is described in the Basic Plan of the VCEMP.

D. Organization. The Public Works Director of Volusia County functions as Incident Coordinator for all local agencies in regard to flood events within unincorporated Volusia County.

E. Plan update/revision. As a part of the CEMP, this and all plans and annexes are living documents; once formally adopted by the Volusia County Council, Volusia County Emergency Management has the authority to modify/update any and all plans/annexes as conditions warrant. Any plan or annex updated will reflect the current revision date; however, the formal adoption date governs to formal adoption cycle. Every five years the plan, as a part of the Volusia County Comprehensive Emergency Management Plan, will be formally adopted by the Volusia County Council per Florida Division of Emergency Management and Florida Statute requirements. Other jurisdictions in Volusia County may formally adopt this plan and supporting documentation to meet Community Rating System Activity 610 requirements.

II. POLICIES

A. Authority. This plan was developed, promulgated, and is maintained pursuant to the following local, state, and federal agreements, statutes, and regulations:

1. The National Response Framework, January 2008
2. Volusia County Flood Response Plan, 2014
3. The Volusia County CEMP, 2011
4. F.S. 252, 2011

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PRSRT STD
U.S. POSTAGE
PAID
Blountstown, FL
PERMIT NO. 65

COUNTY OF VOLUSIA EMERGENCY MANAGEMENT

This information is being provided to you because your property is in or near an area subject to flooding.

CONTACT AND INFORMATION NUMBERS

Volusia County
Emergency Management
(386) 254-1500

Volusia County
Citizen Information Center
1-866-345-0345 (toll free)

Volusia County Building
& Zoning Department
(386) 626-6591

GENERAL FLOOD & EMERGENCY INFORMATION

Volusia County
www.volusia.org/emergency

FEMA
www.fema.gov

National Weather Service
www.srh.noaa.gov/mlb

RADIO & TV STATIONS

AM/FM Radio
WVDB 1150 AM, WKRO 93.1 FM, WHOG 95.7 FM
WVVB 103.3 FM, WLOV 98.5 FM, JOSE 98.1 FM

Television
WESH Ch. 2, WKMG Ch. 6, WFTV Ch. 9
WCFL News Ch. 13, WOFL Ch. 35, WDSB Ch. 15
UNIVISION Ch. 26, TELEFUTURA Ch. 43

FLOODING IN VOLUSIA COUNTY

In Volusia County, the primary threat of flooding results from the "ponding" of water during heavy storms, and, potentially, storm surge from hurricanes. Some flooding can result from overflow of small ditches and streams during significant storm events, especially when the ocean and river tides are running higher than normal. Since the County is relatively flat, however, storm water sometimes simply overwhelms street drainage and storm outfall devices. Leaves and other debris can clog storm drains, causing water to back up into lower-lying areas. Residents are encouraged not to blow yard waste (i.e. grass clippings, leaves, and small branches) into the street to prevent clogging of the storm water grates and other similar devices.

There are many areas throughout the County that have recurring flooding problems. The natural low point running the entire length of the peninsula side of the County is especially subject to the "ponding" effect. Many storm water catch basins are located in this area, but are often overwhelmed, causing minor flooding. On rare occasions, flood waters may invade the lower-lying homes in those areas. Other areas of the County subject to localized flooding include the inhabited areas adjacent to the St. Johns River; Maytown Road area; Tomoka Estates; the Samsula area; and the Plantation Pines development, depending on the amount of rainfall and levels in streams and tributaries of the Halifax, Tomoka, and St. John's rivers, and neighborhood storm water retention ponds.

Know your flood hazard – you are receiving this brochure because your property is in an area that has either flooded in the past, or is near a property that has experienced one or more floods. To find out what flood zone you are in, call your local Building and Zoning Department for a flood zone determination.

DRAINAGE SYSTEM MAINTENANCE

A community can lose a portion of its drainage system carrying or storage capacity due to dumping, debris, soil erosion, sedimentation and overgrowth of vegetation. When this happens, flooding occurs more frequently and reaches higher elevations, subjecting otherwise protected properties to unnecessary risk of damage. Keep grass clippings, tree limbs, and other debris out of storm water drainage systems to prevent clogging and loss of storm water storage and treatment capacity. Remember, "The home you flood may be your own." If you experience or are aware of any localized drainage problems, including illegal stream dumping, please call the Public Works Department at 386-822-6422. Chapter 106, Sec 106-41 of the Volusia County Code of Ordinances prohibits the disposal of any solid waste in any stream, ditch, river, pond, or creek.



FLOOD SAFETY MEASURES

Protective measures can be taken to ensure the safety of life and property before, during and after a flood:

BEFORE A FLOOD

- Avoid building in a floodplain.
- Construct barriers (levees, beams, floodwalls) to stop floodwater from entering your home.
- Seal walls with waterproofing compounds to avoid seepage.
- If a flood is likely in your area, listen to the radio or television for information.
- Know the difference between a flood watch and a flood warning. A watch means flooding is possible. A warning means flooding is occurring or will occur soon.
- Designate a place where your family can rendezvous after an evacuation order is lifted in case you get separated.

WHEN A FLOOD IS IMMINENT

- Place sand bags to reduce erosion and scouring.
- Elevate furniture and electronic equipment above flood protection levels.
- Create roadway openings in non-habitable areas such as garage doors.
- Be prepared! Pack a bag with important items in case you need to evacuate. Don't forget to include needed medications.
- If advised to evacuate your home, do so immediately.
- If there is any possibility of a flash flood, move immediately to higher ground.
- If possible, bring in outdoor furniture and move essential items to an upper floor.
- Turn off utilities at the main switches or valves if instructed to do so. Disconnect electrical appliances.

DURING A FLOOD

- Do not walk through moving water. As little as 6 inches (15 centimeters) of moving water can make you fall.
- If you have to walk in water, wherever possible, walk where the water is not moving. Use a stick to check the firmness of the ground in front of you. Wear rubber boots. Be aware that snakes and other creatures will be displaced from their regular habitat.
- Do not drive into flooded areas. If floodwaters rise around your car, abandon the car and move to higher ground if you can do so safely. "Turn around, don't drown!" More people drown in their car than anywhere else.
- Do not touch electrical equipment if you are wet or standing in water.

AFTER A FLOOD

- Listen for news reports to learn whether your water supply is safe to drink.
- Avoid floodwaters; water may be contaminated by oil, gasoline, or raw sewage. Water may also be electrically charged from underground or downed power lines.
- Avoid moving water.
- Be aware of areas where floodwaters have receded. Roads may have weakened and could collapse under the weight of a car.
- Stay away from downed power lines, and report them to your power company.
- Return home only when you are told it is safe.



3825 Tiger Bay Road,
Suite 102
Daytona Beach, FL 32124

the building must meet the same construction requirements as a new building. Substantially damaged buildings must also be brought up to the same standards (e.g., a residence damaged so that the cost of repairs equals or exceeds 50% of the building's value before it was damaged must be elevated at least one foot above the base flood elevation). The assessed value of the structure, as listed by the Volusia County Property Appraiser's Office, shall be determined before the improvement is started. If the structure has been damaged and is being restored, a determination would be made of what the assessed value was before the damage or destruction occurred.

FUNDING SOURCES FOR REPETITIVE LOSS PROPERTIES

Repetitive Loss properties represent only one percent of all flood insurance policies, yet historically they account for one-third of the claim payments. Mitigation of flood risk to these repetitive loss properties reduces the overall costs to the National Flood Insurance Program (NFIP) as well as to individual homeowners. The Federal Emergency Management Agency (FEMA) has several grants and an extra flood insurance program available to help repetitive loss property owners reduce exposure to flood damage.

Hazard Mitigation Grant Program (HMGP) – a grant made available after a Presidential disaster declaration
www.fema.gov/government/grant/hmfp/index.shtml

-Flood Mitigation Assistance (FMA) - a grant that the County can apply for each year (www.fema.gov/government/grant/fma/index.shtml)

-Pre-Disaster Mitigation (PDM) - a nationally competitive grant that the County can apply for each year (www.fema.gov/government/grant/pdm/index.shtml)

-Severe Repetitive Loss (SRL) - a grant that is reserved for "Severe" repetitive loss properties, i.e., those with their flood insurance policies administered by FEMA's Special Direct Facility rather than a private insurance company (www.fema.gov/government/grant/srl/index.shtml)

-Increased Cost of Compliance (ICC) - an extra flood insurance claim payment that can be provided if an insured building was flooded and then declared substantially damaged by the local permit office. (www.fema.gov/library/viewRecord.do?id=3010)

Most of the FEMA grants provide 75% of the cost of a project. The owner is expected to fund the other 25%. ICC pays up to \$30,000 of the cost of bringing the damaged building up to the local ordinance flood protection standards.

What you can do:

-Check the websites and read up on the details of the funding programs that are appropriate for your situation. For example, if Florida has not been declared a Federal disaster area for some time, look at the grants that have annual application procedures, not HMGP.

-Keep your flood insurance policy in force. All grants and ICC only fund properties that currently have a flood insurance policy.

systems are important habitats for a variety of fish, reptiles, vegetation, and tundraing wildlife. These systems provide feeding and breeding grounds for these species.

The importance of maintaining natural floodplains is not a difficult idea to understand. However, humans have always been attracted to floodplains because of their many sustaining attributes. Human development and industrialization take a toll on the natural functions of the floodplains. Development in the floodplains causes decreases in water quality, loss of wildlife habitats, and an increase in severity and frequency of flood losses. Understanding the importance of maintaining the natural functions of floodplains can lead to better floodplain management approaches that will better protect the natural and beneficial functions of floodplains.

HURRICANE PREPAREDNESS

Hurricanes are strong storms that can be life-threatening as well as cause serious property-threatening hazards such as flooding, storm surge, high winds and tornadoes. Preparation is the best protection against the dangers of a hurricane. Know the difference between the threat levels and plan accordingly.

HURRICANE WATCH

Hurricane conditions are a threat within 48 hours. Review your hurricane plans. Get ready to act if a warning is issued, and stay informed. Don't forget your pets.

HURRICANE WARNING

Hurricane conditions are expected within 36 hours. Complete your storm preparations and leave the area if directed to do so by authorities.

- Listen to a NOAA Weather Radio for critical information from the National Weather Service (NWS).

- Check your disaster supplies. Replace or restock as needed. - Bring in anything that can be picked up by the wind (bicycles, lawn furniture).

- Close your windows, doors and hurricane shutters. If you do not have hurricane shutters, close and board up all windows and doors with plywood.

- Turn your refrigerator and freezer to the coldest setting. Keep them closed as much as possible so that food will last longer if the power goes out.

- Turn off propane tank.

- Unplug small appliances.

- Fill your car's gas tank.

- Create a hurricane evacuation plan with members of your household. Planning and practicing your evacuation plan minimizes confusion and fear during the event.

- Find out about your community's hurricane response plan. Plan routes to local shelters, register family members with special medical needs and make plans for your pets to be cared for.

- Obey evacuation orders. Avoid flooded roads and washed out bridges.

SUBSTANTIAL IMPROVEMENT REQUIREMENTS

The County of Volusia requires that if the cost of reconstruction, rehabilitation, addition or other improvements to a building equals or exceeds 50% of the building's assessed tax value,

along every river and coastal areas. Flood waters can carry nutrient-rich sediments which contribute to a fertile environment for vegetation. Floodplains are beneficial for wildlife by creating a variety of habitats for fish and other animals. In addition, floodplains are important because of storage and conveyance, protection of water quality, and recharge of groundwater.

Floodplains provide cultural, educational, recreational, and scenic values to humans. The earliest Native Americans settled in and around floodplains, as they provided a wealth of food and provided the easiest means of travel. Consequently floodplains include many archaeological and historical sites. Floodplains also serve as a nature study center for scientific research. Due to the scenic value that they provide, floodplains are ideal locations for parks and campgrounds. Water-oriented sports and recreational activities such as boating, swimming, hiking, and camping are all dependent on floodplain areas. Wildlife resources in floodplains can be managed for observation, and recreational hunting and fishing. Natural floodplains are valuable in providing the "wilderness experience" that is an important part of Floridian culture.

Marshes, near-shore ocean bottoms, beaches, bays, coastal dune lakes, tidal flats, and estuaries are all components that make up the coastal floodplain of Volusia County. Coastal beaches, dunes, banks, and tidal flats all play roles in protecting the land from destructive coastal storms, such as hurricanes. In coastal systems, aside from major storm events where waves may overrun large areas, inundation follows a largely predictable tidal cycle. Coastal floodplains are recognized for their importance to estuarine and marine fisheries. Estuarine wetlands are important for breeding, nursery, and feeding grounds for marine fisheries and coastal floodplains are important to waterfowl and other wildlife. Shallow coastal areas such as estuaries, tidal flats and rivers, and beaches are significant for shellfish, reptiles, and other fin-fish. The water quality in these areas is affected by changes in sediments, salinity, nutrients, oxygen, temperature, and the addition of various pollutants. Rivers, creeks, and lakes that have an unimpeded connection to the sea provide breeding and feeding grounds for a variety of coastal marine life. Do not pick sea oysters or tamper with sea turtle nests – it's illegal and carries a significant fine

Riverine systems such as the Indian, Halifax, and Tomoka Rivers vary in steepness, width, flow, sediment deposition, and erosion. These riverine floodplains typically flood during the tropical storm events, but are subject to periodic flooding due to excessive rainfall. The flooding brings erosion and deposition of soils and can determine considerably the shape of the floodplain, the depth and composition of soils, the type and density of vegetation, the presence and extent of wetlands, richness and diversity of wildlife, and the depth of groundwater. The major flood component of a riverine system is the flood way. Flood ways are defined as that area of the watercourse that is necessary to carry the base flood without increasing the water surface elevation more than one foot. Development is heavily regulated in flood way areas. Riverine

PROPERTY PROTECTION MEASURES

Flooding causes more property damage in the United States than any other type of natural disaster. While recent construction practices and regulations have made new homes less prone to flooding, many existing structures remain susceptible. Several effective ways include relocation of a building to a site not subject to flooding, construction of floodwalls or berms to keep water away from the property, or retrofitting structures to make them floodproof. Retrofitting is a different approach in that the property itself remains subject to flooding while the building is modified to prevent or minimize flooding of habitable space, and can be accomplished by elevation of the structure above flood protection levels, construction of barriers (floodwalls, berms), and/or dry flood proofing (permits entry and passage of flood waters).

FLOOD INSURANCE

For most people, their home and its contents represent their greatest investment. Property losses due to flooding are not covered under most homeowners' insurance policies; however, flood insurance can be obtained through the National Flood Insurance Program (NFIP). NFIP was established by Congress in 1968, enabling property owners to buy flood insurance at reasonable rates in participating communities. In return, those communities carry out flood management measures designed to protect life and property during future flooding. The Federal Emergency Management Agency (FEMA), through its Federal Insurance Administration, administers the NFIP. The County of Volusia has participated in the NFIP since 1973. To find out more about flood insurance, contact an insurance agent. Since there is usually a thirty (30) day waiting period before a flood insurance policy takes effect, do not wait until a storm threatens before securing flood insurance.

DEVELOPMENT PERMIT REQUIREMENTS

Any development in a floodplain requires a building permit according to Chapter 72, Section 72-746 of the Volusia County Land Development Code. To obtain a flood zone determination or to discuss any related inquiries, please call the Building Department at 386-626-6591. The Volusia County Building Department may be able to provide a FEMA elevation certificate for structures built after 1981 and located inside special flood hazard areas. For more information, or if you suspect illegal floodplain development is occurring, please call the Building Department, 386-626-6591.

NATURAL AND BENEFICIAL FUNCTIONS OF THE FLOODPLAIN

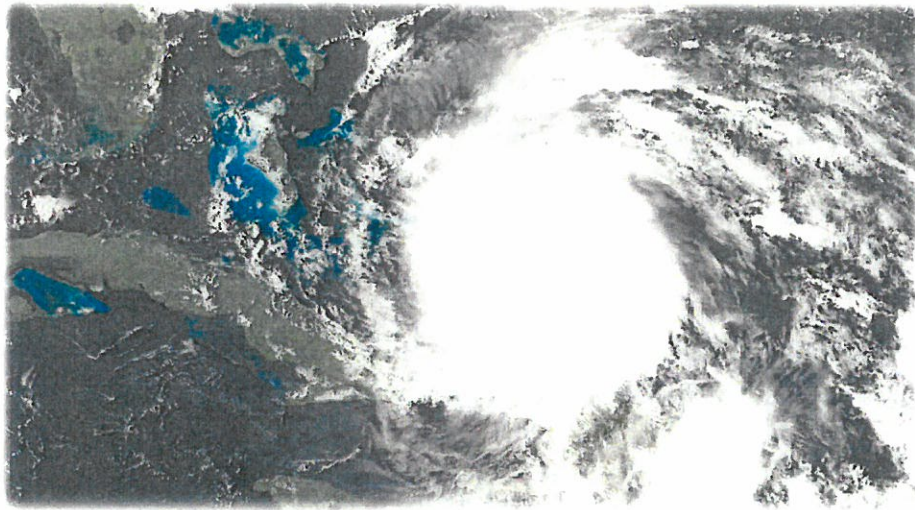
Flood plains are areas adjacent to rivers, ponds, lakes, and oceans that are periodically flooded at different points in time. Floodplains are hydrologically important, environmentally sensitive, and ecologically productive areas that perform many natural functions. They contain both cultural and natural resources that are of great value to society. Flooding occurs naturally

C10

County EOC activation is provided below in the following three levels:

- i. Level III, Monitoring Activation. Routine county-wide monitoring. At this level, the County's full-time Emergency Management Division staff provide necessary information to the respective state and local agencies regarding hazard materials incidents, adverse weather warnings, wildfires, road closures, plane crashes, or other critical events.
 - ii. Level II, Partial Activation. A limited activation of core ESF personnel, Citizens Information Center (CIC) personnel and as needed, municipality and support personnel to more closely monitor a developing situation and make initial plans to provide any necessary assistance.
 - iii. Level I, Full Scale Activation. All county ESF representatives, CIC personnel, municipality representatives and support staff report in shifts to the County EOC for 24 hour disaster response/recovery activities. All members of the Policy Group and the Municipal Coordination Group should be notified and prepared to meet as needed.
- (4) Upon notification of the lead agency of an ESF to activate, the lead agency is responsible for notification of the necessary support agencies for that ESF and for requesting, as indicated, mobilization of their staff and resources.
- (5) Mobilization will be to the County's EOC facility, located at 3825 Tiger Bay Road, Daytona Beach. Once staffed, the County EOC will serve as the single point of coordination and direction for the county's emergency response and disaster recovery operations. An alternate EOC is available and it is located in Historic Court House, second floor, adjacent to the Thomas C. Kelly Administration Center located at 123 West Indiana Ave., DeLand, Florida. Procedures and diagrams for operations at both the primary and alternate County EPC's are provided in the Volusia County Emergency

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2014 Florida Hurricane Exercise: Hurricane Jones

After Action Report / Improvement Plan

May 21 and 22, 2014

The After-Action Report/Improvement Plan (AAR/IP) aligns exercise objectives with preparedness doctrine to include the National Preparedness Goal and related frameworks and guidance. Exercise information required for preparedness reporting and trend analysis is included.

EXERCISE OVERVIEW

Exercise Name	2014 Florida Hurricane Exercise Hurricane Jones
Exercise Dates	May 19-23, 2014. Volusia County "Play Dates" May 21 & 22 2014
Scope	This exercise is a Discussion Based (Workshop) planned for 1300-1515 on each of the "play" days. The site was the Volusia County Emergency Operations Center located at 3825 Tiger Bay Road, Daytona Beach, Florida, 32124. Exercise play is focused on discussion with some limited Operational Components, such as actually sending Notification and Warning to community partners SITREPs to the State EOC.
Mission Area(s)	Prevention, Protection (preparedness) , Mitigation, Response, and/or Recovery
Core Capabilities	1. Operational Coordination 2. Public Information and Warning, including the County flood threat recognition system. 3. Community Resilience (Structural Damage Assessment/ 4. Economic and Community Recovery
Objectives	1. Exercise and Evaluate all municipal and Emergency Support Functions for EOC duty capabilities 2. Exercise and Evaluate public information and warning dissemination capability, including the county's Flood Warning & Response plan and Flood Threat Recognition Plan. 3. Exercise and Evaluate the community's ability to conduct timely structural damage assessment 4. Exercise and Evaluate the community's ability to begin economic and community recovery
Threat or Hazard	For the exercise, the primary hazard was a Category One Hurricane exiting Florida through Volusia County. Hazards caused by the Hurricane include localized flooding, structural damage, creation of debris fields and power outages.
Scenario	The Scenario began with a storm entering south Florida and headed generally north, but away from Volusia County. The storm took a turn to the right (east) bringing the Cat 1 Hurricane through Volusia County's most heavily populated area.

**After-Action Report/
Improvement Plan (AAR/IP)**

**Hurricane Jones
2014 Annual Hurricane Exercise**

Sponsor	No State Homeland Security Grant funds, nor any other “grant” money was utilized in financing this exercise.
Participating Organizations	All Emergency Support Functions were staffed by their Lead Agencies. Most cities participated and many ancillary organizations had representation along with various members of the Volusia – Flagler Public Information Network, COAD, Volusia Prepares Business and three of the colleges and universities within Volusia County. A complete list is depicted in Annex B of this document.
Point of Contact	James Judge, Exercise Director 3825 Tiger Bay Road Daytona Beach, Florida 32124 386.254.1500 Laurence LaHue, Exercise Design Team Lead and Exercise Controller 3825 Tiger Bay Road Daytona Beach, Florida 32124 386.254.1500

ANALYSIS OF CORE CAPABILITIES

Aligning exercise objectives and core capabilities provides a consistent taxonomy for evaluation that transcends individual exercises to support preparedness reporting and trend analysis. Table 1 includes the exercise objectives, aligned core capabilities, and performance ratings for each core capability as observed during the exercise and determined by the evaluation team.

Objective	Core Capability	Performed without Challenges (P)	Performed with Some Challenges (S)	Performed with Major Challenges (M)	Unable to be Performed (U)
#1 Exercise and Evaluate all municipal and Emergency Support Functions for EOC Duty Capabilities	Operational Coordination		S		
#2 Exercise and Evaluate Public Warning and Information Dissemination Capabilities including Flood Warning & Response/Flood Threat Recognition	Public Information and Warning	P			
#3 Exercise and Evaluate the Communities ability to demonstrate Community Resilience by performing damage assessment	Community Resilience		S		
#4 Exercise and Evaluate the Communities ability to begin Economic and Community Recovery	Community Resilience		S		
Ratings Definitions: - Performed without Challenges (P): The targets and critical tasks associated with the core capability were completed in a manner that achieved the objective(s) and did not negatively impact the performance of other activities. Performance of this activity did not contribute to additional health and/or safety risks for the public or for emergency workers, and it was conducted in accordance with applicable plans, policies, procedures, regulations, and laws. - Performed with Some Challenges (S): The targets and critical tasks associated with the core capability were completed in a manner that achieved the objective(s) and did not negatively impact the performance of other					

Objective	Core Capability	Performed without Challenges (P)	Performed with Some Challenges (S)	Performed with Major Challenges (M)	Unable to be Performed (U)
activities. Performance of this activity did not contribute to additional health and/or safety risks for the public or for emergency workers, and it was conducted in accordance with applicable plans, policies, procedures, regulations, and laws. However, opportunities to enhance effectiveness and/or efficiency were identified. - Performed with Major Challenges (M): The targets and critical tasks associated with the core capability were completed in a manner that achieved the objective(s), but some or all of the following were observed: demonstrated performance had a negative impact on the performance of other activities; contributed to additional health and/or safety risks for the public or for emergency workers; and/or was not conducted in accordance with applicable plans, policies, procedures, regulations, and laws. - Unable to be Performed (U): The targets and critical tasks associated with the core capability were not performed in a manner that achieved the objective(s).					

Table 1. Summary of Core Capability Performance

The following sections provide an overview of the performance related to each exercise objective and associated core capability, highlighting strengths and areas for improvement.

Objective 1 – To Exercise and Evaluate all Municipal and Emergency Support Functions for EOC Capabilities

The strengths and areas for improvement for each core capability aligned to this objective are described in this section.

Core Capability 1 Operational Coordination

Strengths

The partial capability level can be attributed to the following strengths:

Strength 1: Emergency Support Function Lead Agencies have stable leadership who exhibit commitment to their positions.

Strength 2: The representatives of the majority of ESFs have years of experience and are familiar with the technology used in the Operations Room, its policies and procedures as well as knowledge of the other ESF personnel and their functions.

Strength 3: Operational Coordination is greatly enhanced by the existence of a new Emergency Operations Center and the Operations Room with the latest technology and adequate space for the various activities that take place within it.

Areas for Improvement

The following areas require improvement to achieve the full capability level:

Area for Improvement 1: Staff turnover among the majority of municipalities has brought about untrained and inexperienced representation at their respective desks.

Reference: There is no specific legal basis for requiring qualified, trained and experienced personnel be assigned to the EOC. It is a matter of Volusia County Policy that we request municipal representatives have the skills and training necessary to represent their jurisdiction.

Analysis: Turnover is the result of government downsizing over the last several years and the effect of the Florida DROP system on personnel stability. Volusia County Emergency Management should offer more frequent training specific to how we operate, offer the FEMA G775 course at least once annually, and offer discuss based exercises for new EOC representatives to hone their skills

Area for Improvement 2: Table Mounted Microphones proved to be difficult to use, thus were not used by most people.

Reference: Volusia County EOC Operations Manual

Analysis: The microphones are located at one end of each table group and cannot be passed from one person to another during briefings. While they have a long and flexible “neck” most people find their location and configuration difficult to use and thus present their briefing without benefit of the audio system. Frequently they cannot be heard by people at the other end of the Ops Room. Each table would be better served by one portable “hand-held” microphone.

Core Capability 2 Public Information and Warning, Including Flood Warning & Response/Flood Threat Recognition

Strengths

The fully capable level can be attributed to the following strengths:

Strength 1: Multiple systems have been brought into service over the years to create a multi-layer approach to Public Information and Warning, particularly flood warning.

Strength 2: A robust multi-jurisdictional public information network of experienced public information officers exists: The Volusia-Flagler Public Information Network (VFPIN)

Strength 3: The Manager’s Advisory Group serves as a leveling field for decisions, such as the release of Information and Warning, so all aspects of the county government, the cities within Volusia County, the multiplicity of social service organizations, and businesses have a common voice when issuing warnings to the public

Strength 4: The staff of Volusia County Community Information and Emergency Management is composed of competent, experienced, and generally long term employees with a knowledge of the community, information and all-hazard warning dissemination resources.

Areas for Improvement

The following areas require improvement to achieve the full capability level:

Area for Improvement 1: Volusia County has limited ability to communicate with the hearing and sight impaired.

Reference: Volusia CEMP, ESF 14 Annex

Analysis: A serious effort needs to be made to identify methods of communicating with these groups and locating the technology and funding to make the communications possible. One solution would be to form task force to include members from the hearing and sight impaired community to look for solutions.

Area for Improvement 2: Volusia County has limited ability to communicate with the people living in isolation from common communications technology.

Reference: Volusia CEMP, ESF 14 Annex

Analysis: There is no exact count of these people, but in communicating with organizations such as the Council on Aging, it can be ascertained that there are people who live without much interaction with others. These people often lack access to media resources. An Intern Project could be established to determine the size of this population and identify possible methods of serving it.

Core Capability 3 Community Resilience - Structural Damage Assessment

Strengths

The exercise examined the ability of the Property Appraiser to initiate the Structural Damage Assessment component of recovery at a fully capable level which can be attributed to the strengths below. It should be noted that there were weaknesses on the part of the municipalities which is also identified below.

Strength 1: The Volusia County Property Appraiser's Office has developed a software product to simplify the process: IDAM

Strength 2: The Property Appraiser working with Volusia County Emergency Management affords opportunities for representatives of the cities to be training in IDAM.

Strength 3: Municipalities within Volusia County are experienced with disasters due to the number of Presidentially Declared Disasters that have occurred in Volusia County over the last 20 years.

Areas for Improvement

The following areas require improvement to achieve the full capability level:

Area for Improvement 1: Broaden the community understanding of IDAM.

Reference: Volusia CEMP, ESF 19 Annex

Analysis: While the County staff and in particular the Property Appraiser's Office is knowledgeable about the IDAM program, many cities and other organizations that could use lack and understanding of its potential for them. Recommend that the Property Appraiser's Office provide workshops to all community partners.

Core Capability 4 Economic and Community Recovery

Strengths

Volusia County Emergency Management in cooperation with multiple private sector organizations has created a Business Operations Center. Further private sector support comes from the Chambers of Commerce, Hotel and Lodging Association, Volusia Manufacturers Association.

Strength 1: During the exercise the person staffing the ESF 18 desk notified the BOC to remain on standby for activation during the Preparedness Phase of the exercise. The ESF 18 staffer person and called for its activation as the exercise entered Recovery, which is what the CEMP calls for.

Strength 2: The Business Operations Center has the commitment of the Career Source which is its host organization.

Strength 3: The Daytona Regional Chamber was committed to staffing the ESF 18 desk throughout the exercise.

Areas for Improvement

The following areas require improvement to achieve the full capability level:

Area for Improvement 1: Some city representatives were serving in the position for the first time. Many did not know about Points of Distribution, Disaster Recovery Centers, and the ESF system.

Reference: Volusia CEMP, Recovery Annex; Volusia County Staging Plan

Analysis: Due to the downsizing of government and the impact of the DROP program on staffing, many cities are unable to provide a consistent representation in the county EOC. The county needs to provide training, such as G-775.

Area for Improvement 2: The Recovery Committee did not participate in the exercise.

Reference: Volusia CEMP, Recovery Annex

Analysis: Each year the Volusia County EOC partners participate in the Hurricane Exercise, while the Recovery Committee does not. Should an incident take place requiring the activation of the EOC and the Recovery Committee, this could be a single point of failure. The R.C. should participate in the exercise as any other entity involved in a disaster.

APPENDIX A: IMPROVEMENT PLAN

This IP has been developed specifically for Volusia County Division of Emergency Management as a result of Hurricane Jones, the State of Florida 2014 Annual Hurricane Exercise which was conducted on May 21 and 22, 2014 in the Volusia County Emergency Operations Center.

Core Capability	Issue/Area for Improvement	Corrective Action	Capability Element	Primary Responsible Organization	Organization POC	Start Date	Completion Date
1. Operational Coordination	1. Staff turnover among the majority of municipalities leads to unqualified and / or untrained and experienced representation at their respective desks	Develop orientation for new EOC staff. Once developed this training will be offered at least once a year prior to Hurricane Season and more often as necessary	Organizational Coordination (Training)	VCEM	R. Moore	6/4/14	9/4/14
		Conduct G775 training Offered as needed, not less than once a year	Organizational Coordination (Training)	VCEM	A.R. Williams	6/4/14	8/4/14
		Conduct G-191 Training Offered as need, not less than once a year	Organizational Coordination (Training)	VCEM	R. Moore	6/4/14	6/4/15
	2. Table Mounted Microphones proved to be difficult to use, thus were not used by most	Acquire handheld microphones that can be passed from person to person for each desk grouping	Operational Communication	VCEM	A. R. Williams	6/4/14	01/01/15
		When used for training or activation, require people to use the	Operational Communication	VCEM	All Staff	6/14/14	Immediate

¹ Capability Elements are: Planning, Organization, Equipment, Training, or Exercise.

**After-Action Report/
Improvement Plan (AAR/IP)** **Hurricane Jones
2014 Hurricane Exercise**

	people.	existing audio system		Public Information and Warning	VCEM	R. Moore w/ Intern staff	6/04/14	6/4/15
		Develop a list of appropriate agencies and their POC	Research existing methods of communicating with these groups					
2. Public Information and Warning	Volusia county has limited ability to communicate with the sight and hearing impaired	Volusia County has limited ability to communicate with the people living in isolation from common communications technology.		Identify the isolated groups and identify alternative methods of communicating with them.	VCEM	R. Moore w/ Intern staff	6/04/14	6/4/15
3 Community Resilience - Structural Damage Assessment	Broaden the community understanding of IDAM	Develop and deliver training programs at a time and place convenient to the cities		Economic Recovery	Property Appraiser	Morgan Gilreath	6/04/14	12/31/14
4. Economic and Community Recovery	Some city representatives were serving in the position for the first time. Many did not know about Points of Distribution,	Develop an orientation for new members of the EOC team and conduct re-occurring G-775 and G191 training		Operational Coordination	VCEM	R. Moore	6/04/14	12/31/14

Appendix A: Improvement Plan **Volusia Co. Emergency Management**

A-2
FOR OFFICIAL USE ONLY
Homeland Security Exercise and Evaluation Program (HSEEP)

After-Action Report/
Improvement Plan (AAR/IP) Hurricane Jones
2014 Hurricane Exercise

Disaster Recovery Centers, and the ESF system.									
The Recovery Committee did not participate in the exercise.	Identify the Recovery Committee Leadership and encourage them to attend training and exercises	Operational Coordination	VCEM	Pat White	6/04/14	12/31/14			

Appendix A: Improvement Plan A-3
FOR OFFICIAL USE ONLY
Homeland Security Exercise and Evaluation Program (HSEEP)
Volusia Co. Emergency Management

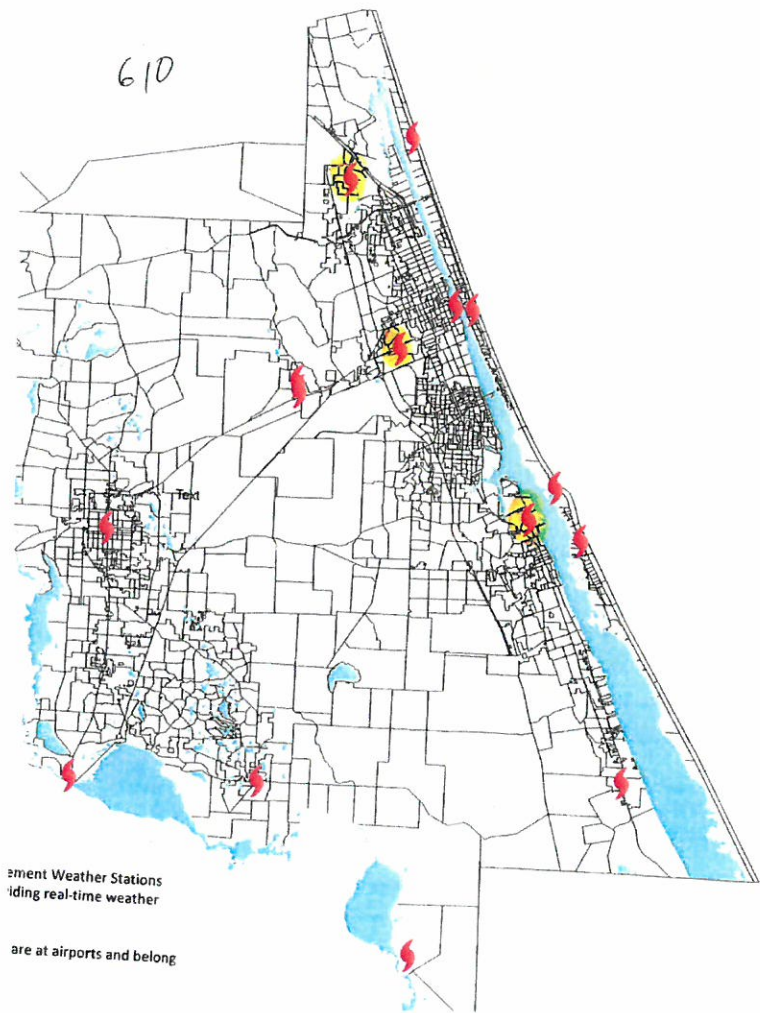
APPENDIX B: EXERCISE PARTICIPANTS

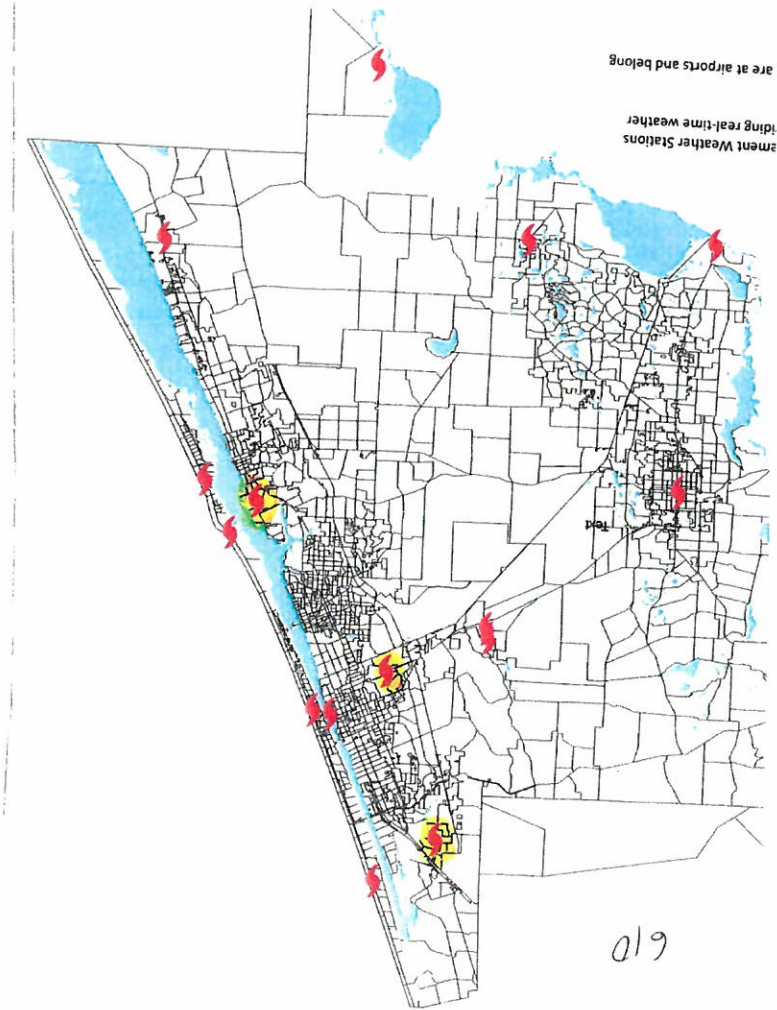
Participating Organizations	
Federal:	
United States Coast Guard, Station Ponce Inlet; Army National Guard	
State	
Florida Army National Guard	
Volusia County ESF's	
ESF 1	Transportation
ESF 2	Communications
ESF 3	Public Works
ESF 4	Fire & Rescue
ESF 5	Information & Planning
ESF 6	Mass Care
ESF 7	Resource Support
ESF 8	Health & Medical
ESF 9	Search & Rescue
ESF 10	HazMat
ESF 11	Food & Water
ESF 12	Energy
ESF 13	Military
ESF 14	PIO
ESF 15	Volunteers & Donations
ESF 16	Law Enforcement
ESF 17	Animal Protection
ESF 18	Chamber of Commerce
ESF 19	Damage Assessment
ESF 20	PSN
Volusia County Cities	
Daytona Beach	
Daytona Beach Shores	
DeBary	
DeLand	
Deltona	
Edgewater	
Holly Hill	
Lake Helen	
New Smyrna Beach	
Ormond Beach	

**After-Action Report/
Improvement Plan (AAR/IP)**

**Hurricane Jones
2014 Hurricane Exercise**

Orange City
Pierson
Ponce Inlet
Port Orange
South Daytona
Additional Organizations
Volusia COAD
Volusia County Beach Services
Volusia County Economic Development (Daytona Beach International Airport)
Volusia (Seminole) Medical Examiner
Volusia Flagler Public Information Network (VFPIN)
Duke Energy
Florida Power and Light (FPL)
Embry Riddle Aeronautical University Interns
Embry Riddle Aeronautical University Emergency Management
Bethune Cookman University Emergency Management
Daytona State College Emergency Management





019

(2/24/2015) Larry LaHue - Fwd: INITIAL - INFO ONLY / Volusia / Flood Warning /

Page

FTR 2 610

From: Ryan Williams
To: EM Coordinators; EM Partners; ESF Lead
Date: 9/24/2014 8:48 AM
Subject: Fwd: INITIAL - INFO ONLY / Volusia / Flood Warning / DEM-O'Connor
Attachments: INITIAL - INFO ONLY / Volusia / Flood Warning / DEM-O'Connor

FYI -Ryan

A. "Ryan" Williams, FP
Operations Coordinator
Volusia County Emergency Management
Office (386) 254-1500 x11658

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Follow us on Twitter (<https://twitter.com/#!/VCEmergencyInfo>)

SWO Incident Tracker

Page 1 of 2

Larry LaHue - INITIAL - INFO ONLY / Volusia / Flood Warning / DEM-O'Connor

From: SWP <SWP@em.myflorida.com>
To: "alford.andrea@brevardschools.org" <alford.andrea@brevardschools.org>, "...
Date: 9/24/2014 7:47 AM
Subject: INITIAL - INFO ONLY / Volusia / Flood Warning / DEM-O'Connor

**Florida Division of Emergency Management
 State Watch Office Situation Report**

Main Information

Report #: 2014-6663

Status: Open

Reported to SWO on: 9/24/2014 07:47 ET

Severity: Local Incident

Description: Flood Warning

This situation involves: Weather Advisories and Reports

Initial Report: THE NATIONAL WEATHER SERVICE IN MELBOURNE HAS ISSUED A FLOOD WARNING FOR, NORTH CENTRAL VOLUSIA COUNTY IN FLORIDA, THIS INCLUDES THE CITIES OF, SOUTH DAYTONA, PORT ORANGE, ORMOND BY THE SEA, ORMOND BEACH, HOLLY HILL, DAYTONA BEACH, UNTIL 1130 AM EDT.

Incident Occurred: 9/24/2014 07:47 ET

Most Recent Update Date/Time: 09/24/2014-07:51 ET

Most Recent Update: N/A

Affected Counties: Volusia

Facility Name or Description:

Incident Location: N/A

Contact Information

Reporting Party: Name: NWS | Address:

Responsible Party: Unknown

On-Scene Contact: Unknown

Weather Advisories and Reports

 Mapwms_inWS (17)

<http://inws.wrh.noaa.gov/weather/alertinfo/18799570>

Sub-Type: Weather Warning

Situation: Active

Description: Flood Warning

Date Issued: 9/24/2014

Time Issued: 07:28 ET

SWO Incident Tracker

Page 2 of 2

Expires on Date: 9/24/2014**Expires on Time:** 11:30 AM EDT**Issuing Office:** Melbourne Weather Forecast Office**Type of Advisory:** Flood Warning**Advisory Text:**

THE NATIONAL WEATHER SERVICE IN MELBOURNE HAS ISSUED A

FLOOD WARNING FOR,
NORTH CENTRAL VOLUSIA COUNTY IN FLORIDA,
THIS INCLUDES THE CITIES OF, SOUTH DAYTONA, PORT ORANGE, ORMOND
BY THE SEA, ORMOND BEACH, HOLLY HILL, DAYTONA BEACH,

UNTIL 1130 AM EDT.

AT 728 AM EDT, NATIONAL WEATHER SERVICE DOPPLER RADAR CONTINUED
TO SHOW A NEARLY STATIONARY POCKET OF MODERATE TO HEAVY RAIN OVER
NORTHEAST VOLUSIA COUNTY. THESE SHOWERS AND THUNDERSTORMS HAVE
PRODUCED RECORD BREAKING RAINFALL SINCE DEVELOPING EARLY THIS
MORNING, DAYTONA BEACH HAS RECEIVED 6.18 INCHES OF RAIN SINCE
MIDNIGHT, RADAR ESTIMATED RAINFALL SHOWS TWO TO THREE INCHES OF
RAIN HAS FALLEN BETWEEN DAYTONA BEACH AND ORMOND BEACH SINCE 4 AM
THIS MORNING.

ADDITIONAL PERIODS OF MODERATE TO HEAVY RAIN WILL CONTINUE THROUGH
MID MORNING AS A STATIONARY BOUNDARY LIFTS SLOWLY NORTHWARD. ANY
ADDITIONAL RAINFALL WILL EXACERBATE CURRENT FLOODING CONDITIONS IN
THE DAYTONA AREA.

PRECAUTIONARY/PREPAREDNESS ACTIONS,

FLOODING OF ROADS, STREETS AND INTERSECTIONS ARE LIKELY TO BECOME
WIDESPREAD IN THESE LOCATIONS. SOME HOMES AND BUSINESSES MAY BE
SUBJECT TO LOW LYING AND POOR DRAINAGE FLOODING.

DO NOT DRIVE YOUR VEHICLE INTO AREAS WHERE THE WATER COVERS THE
ROADWAY. THE WATER DEPTH MAY BE TOO GREAT TO ALLOW YOUR CAR TO CROSS
SAFELY. ONLY TWO FEET OF WATER CAN MAKE MOST VEHICLES BUOYANT. TURN
AROUND, DONT DROWN!

DO NOT DRIVE YOUR VEHICLE INTO AREAS WHERE THE WATER COVERS THE
ROADWAY. THE WATER DEPTH MAY BE TOO GREAT TO ALLOW YOUR CAR TO CROSS
SAFELY. MOVE TO HIGHER GROUND.

A FLOOD WARNING MEANS THAT FLOODING IS OCCURRING NOW OR IS IMMINENT.

& &

The State Watch Office values your feedback; please take a 1 minute [survey](#) about this notification.

(2/24/2015) Larry LaHue - Fwd: St Johns River at Astor

Pag

From: Ryan Williams
To: EM Coordinators
Date: 9/23/2014 12:40 PM
Subject: Fwd: St Johns River at Astor
Attachments: St Johns River at Astor

FYI regarding the height of the St. Johns River. -Ryan

A. "Ryan" Williams, FPEM
Operations Coordinator
Volusia County Emergency Management
Office (386) 254-1500 x11658

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<https://www.facebook.com/VolusiaCountyEmergencyManagement>

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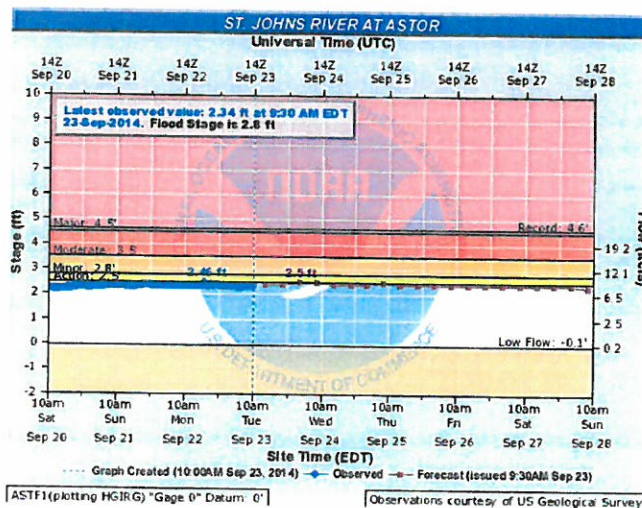
Larry LaHue - St Johns River at Astor

From: Peggy Glitto <peggy.glitto@noaa.gov>
To: Larry LaHue <llahue@co.volusia.fl.us>, <jjudge@co.volusia.fl.us>, <lcarp...>
Date: 9/23/2014 10:57 AM
Subject: St Johns River at Astor
CC: Pendergrast <John.Pendergrast@noaa.gov>, Derrick Weitlich <derrick.weitl...

EM Partners -

Just wanted to give you a quick update on the St Johns River at Astor:

- *River levels continue high and are forecast to be near or just below action stage through the mid and late week.
- *The latest forecast from the Southeast River Forecast Center brings the level to action stage overnight into Wednesday.
- *Minor flood stage is not expected at this time. However, this will continue to be evaluated as things unfold WRT rain amounts.
- *Main impacts at projected levels are:
 - Water covering docks at South Moon Fish Camp
 - Water in yards at low lying areas along the river



NWS Melbourne has recently issued a Hydrologic Statement for the St Johns River at Astor:

<http://forecast.weather.gov/product.php?site=NWS&issuedby=MLB&product=RVS&format=CI&version=1&glossary=0>

Page 2 of 2

Please let us know if you have any questions or concerns.

Regards,

Peggy Glitto
NWS Melbourne

Page 1 of 1

Larry LaHue - Fwd: INITIAL / Brevard, Lake, Orange, Osceola, Seminole, Volusia / Areal Flood Watch / DEM-Newkirk

From: Larry LaHue
To: Department/Division Heads; EM Coordinators; Tauber, Jim (NSB)
Date: 11/25/2014 11:38 AM
Subject: Fwd: INITIAL / Brevard, Lake, Orange, Osceola, Seminole, Volusia / Areal Flood Watch / DEM-Newkirk
Attachments: INITIAL / Brevard, Lake, Orange, Osceola, Seminole, Volusia / Areal Flood Watch / DEM-Newkirk

Security: Proprietary

Good morning EM Partners:

Please note the forwarded flood watch issued by the National Weather Service that is in effect for Volusia County through noon tomorrow.

Thank you,

Larry
 Laurence H. LaHue, CEM, FPED, CFM
 Volusia County Emergency Management
 3825 Tiger Bay Road
 Daytona Beach, FL 32124

386.254.1500 ext. 11315
 Mobile 386.212.1976
 email: llahue@volusia.org
www.volusia.org/emergency

For the latest updates from Emergency Management...
 Like us on Facebook
<http://www.facebook.com/VolusiaCountyEmergencyManagement?fref=ts>
 Follow us on Twitter
 (<https://twitter.com/VCEmergencyInfo>)



Florida Division of Emergency Management
State Watch Office Incident Report

Main Information

Report #: 2014-8129

Status: Open

Reported to SWO on: 11/25/2014 11:28 ET

Severity: Local Incident

Description: Areal Flood Watch

This situation involves: Weather Advisories and Reports

Affected Sectors: Melbourne National Weather Service

Initial Report:

1121 AM EST TUE NOV 25 2014

...FLOOD WATCH IN EFFECT FROM LATE THIS MORNING THROUGH NOON
WEDNESDAY FOR MUCH OF EAST CENTRAL FLORIDA...

Incident Occurred: 11/25/2014 11:21 ET

Most Recent Update Date/Time: 11/25/2014-11:35 ET

Most Recent Update: N/A

Affected Counties: Brevard, Lake, Orange, Osceola,
Seminole, Volusia

Facility Name or Description:

Incident Location: N/A

Contact Information

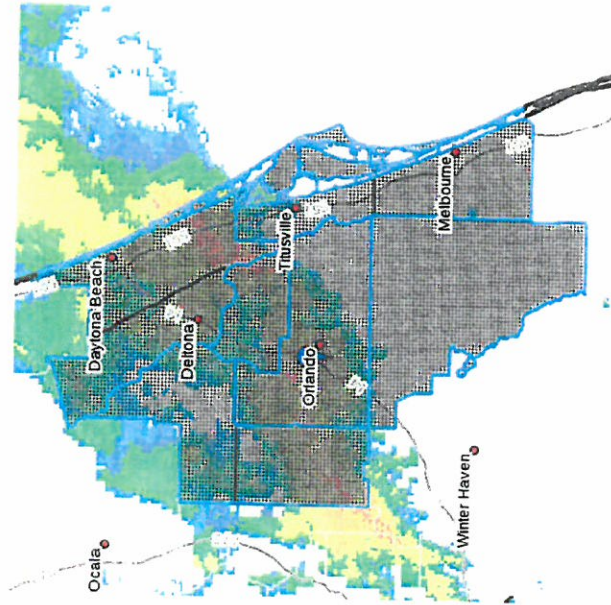
Reporting Party: Name: NWS Melbourne, NWS Melbourne

| Call Back Number 1: [321-255-0212](tel:321-255-0212) | Address:

Responsible Party: Unknown

On-Scene Contact: Unknown

Weather Advisories and Reports



<http://inws.wrh.noaa.gov/weather/alertinfo/19528423>

Sub-Type: Weather Watch

Situation: Active

Description: Areal Flood Watch

Date Issued: 11/25/2014

Time Issued: 11:21 ET

Effective on Date: 11/25/2014

Effective on Time: Late this morning

Expires on Date: 11/26/2014

Expires on Time: Noon

Issuing Office: Ruskin Weather Forecast Office

Type of Advisory: Flood Watch

Advisory Text:

1121 AM EST TUE NOV 25 2014

...FLOOD WATCH IN EFFECT FROM LATE THIS MORNING THROUGH NOON
WEDNESDAY FOR MUCH OF EAST CENTRAL FLORIDA...

FLZ041-044>047-053-141-144-147-261700-
/O.NEW.KMLB.FA.A.0002.141125T1621Z-141126T1700Z/
/00000.0.ER.000000T0000Z.000000T0000Z.000000T0000Z.CO/
INLAND VOLUSIA-NORTHERN LAKE-ORANGE-SEMINOLE-SOUTHERN BREVARD-
OSCEOLA-COASTAL VOLUSIA-SOUTHERN LAKE-NORTHERN BREVARD-
INCLUDING THE CITIES OF...DE LAND...LEESBURG...ORLANDO...

SANFORD...MELBOURNE...PALM BAY...KISSIMEE...ST CLOUD...
 DAYTONA BEACH...CLERMONT...TITUSVILLE
 1121 AM EST TUE NOV 25 2014

...FLOOD WATCH IN EFFECT THROUGH NOON WEDNESDAY...

THE NATIONAL WEATHER SERVICE IN MELBOURNE HAS ISSUED A

* FLOOD WATCH FOR A PORTION OF EAST CENTRAL FLORIDA...INCLUDING
 THE FOLLOWING AREAS...COASTAL VOLUSIA...INLAND VOLUSIA...
 NORTHERN BREVARD...NORTHERN LAKE...ORANGE...OSCEOLA...
 SEMINOLE...SOUTHERN BREVARD AND SOUTHERN LAKE.

* THROUGH NOON WEDNESDAY

* DEEP SOUTHERLY MOISTURE AND A SLOWLY APPROACHING COLD FRONT
 MOVING SOUTHEASTWARD TOWARD EAST CENTRAL FLORIDA WILL ALLOW
 SHOWERS AND THUNDERSTORMS TO DEVELOP AND TRAIL OVER THE SAME
 AREAS THIS AFTERNOON AND TONIGHT. SHOWERS AND STORMS ARE
 EXPECTED TO PRODUCE HEAVY RAINFALL AMOUNTS OF TWO TO FOUR
 ADDITIONAL INCHES WITH SOME AREAS ALONG THE I-4 CORRIDOR SEEING
 HIGHER AMOUNTS WHERE STORMS MOVE OVER THE SAME AREAS. THE THREAT
 FOR LOCALLY HEAVY RAINFALL IS EXPECTED TO CONTINUE EARLY ON
 WEDNESDAY AS THE FRONTAL BOUNDARY SLOWLY DROPS THROUGH CENTRAL
 FLORIDA.

* ADDITIONAL HEAVY RAINFALL WOULD BRING POTENTIAL FLOODING TO
 ROADWAYS...AND LOW-LYING AND POOR DRAINAGE AREAS. AREAS THAT
 HAVE RECEIVED HEAVY RAINFALL OVER THE PAST 24 HOURS WILL BE
 ESPECIALLY VULNERABLE TO FLOODING SHOULD HEAVY RAIN DEVELOP IN
 YOUR AREA. SMALLER CREEKS AND RIVERS MAY SEE RAPID RISES OF
 WATER WITH CONTINUED HEAVY RAINFALL LEADING TO THE POTENTIAL
 FOR FLOODING.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

A FLOOD WATCH MEANS THERE IS A POTENTIAL FOR FLOODING BASED ON
 CURRENT FORECASTS.

YOU SHOULD MONITOR LATER FORECASTS AND BE ALERT FOR POSSIBLE
 FLOOD WARNINGS. THOSE LIVING IN AREAS PRONE TO FLOODING SHOULD BE
 PREPARED TO TAKE ACTION SHOULD FLOODING DEVELOP.

Notification 11/25/2014-11:35 / DEM-Newkirk

linda.mcwhorter@em.myflorida.com;
 leo.lachat@em.myflorida.com;
 sandy.meyer@em.myflorida.com;
 bryan.koon@em.myflorida.com;
 mike.delorenzo@em.myflorida.com;
 melissa.e.deleon@us.army.mil; ralph.e.kline2@mail.mil;
 NG.FL.FLARNG.MBX.JOC-OFFICER@mail.mil;
 casey.l.haire@mail.mil;
 narvel.w.southwell@mail.mil;
 Julie.Roberts@em.myflorida.com;
 aaron.gallaher@em.myflorida.com;
 sam.walters@em.myflorida.com;
 chris.elhadis@em.myflorida.com;

brian.misner@em.myflorida.com;
 ashley.davis@em.myflorida.com;
 amy.godsey@em.myflorida.com; sherry.watt@flhealth.gov;
 mike.mchargue@flhealth.gov;
 larry.mcintyre@deo.myflorida.com;
 bryan.lowe@em.myflorida.com;
 jim.roberts@em.myflorida.com;
 paul.siddall@em.myflorida.com; eoc-
 plans@em.myflorida.com; gwen.keenan@dep.state.fl.us;
 john.s.johnson@dep.state.fl.us; ng.fl.flarng.mbx.joc-
 officer@mail.mil; shawn.collins@em.myflorida.com;
 kimberly.prosser@brevardcounty.us;
 ronald.ricci@brevardcounty.us;
 michele.jones@brevardcounty.us; skostus@lakecounty.fl.gov;
 skostus@lakecounty.fl.gov; tarpenter@lakecounty.fl.gov;
 dave.freeman@ocfl.net; keith.kotch@ocfl.net;
 ron.plummer@ocfl.net; Daniel.torhorton@osceola.org;
 rhal4@osceola.org; ursula.evans@osceola.org;
 stephen.watts@osceola.org; klaw@osceola.org;
 lwac@osceola.org; rick.baird@osceola.org;
 aharris@seminolecounty.fl.gov;
 slerner@seminolecounty.fl.gov;
 Exners@seminolecounty.fl.gov; whitton@seminolesheriff.org;
 twaters@seminolecounty.fl.gov;
 mbruk@seminolecounty.fl.gov;
 bearrick@seminolecounty.fl.gov;
 ebautista@seminolecounty.fl.gov ; llahue@volusia.org;
 jjudge@volusia.org

The State Watch Office values your feedback; please take a 1 minute [survey](#) about this notification.

From: Larry LaHue
To: Department/Division Heads; EM Coordinators; Tauber, Jim (NSB)
CC: Lopez, Glen
Date: 11/25/2014 2:06 PM
Subject: Fwd: INITIAL / Seminole, Volusia / Areal Flood Warning / DEM-Palmer
Attachments: INITIAL / Seminole, Volusia / Areal Flood Warning / DEM-Palmer

** Proprietary **
 Good afternoon EM Partners:

THE NATIONAL WEATHER SERVICE IN MELBOURNE HAS ISSUED A:

* FLOOD WARNING FOR... SOUTHERN VOLUSIA COUNTY... THIS INCLUDES THE CITIES
 OF...OAK HILL...NEW SMYRNA BEACH...EDGEWATER...LAKE HARNEY.

* UNTIL 445 PM EST.

Thank you.

Larry

Laurence H. LaHue, CEM, FPDM, CFM
 Volusia County Emergency Management
 3825 Tiger Bay Road
 Daytona Beach, FL 32124

386.254.1500 ext. 11315
 Mobile 386.212.1976
 email: lahue@volusia.org
 www.volusia.org/emergency

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<http://www.facebook.com/VolusiaCountyEmergencyManagement?fref=ts>

Follow us on Twitter

(<https://twitter.com/#VCEmergency/info>)

Larry LaHue - INITIAL / Seminole, Volusia / Areal Flood Warning / DEM-Palmer

From: SWP | State Watch Office <SWP@em.myflorida.com>
Date: 11/25/2014 1:59 PM
Subject: INITIAL / Seminole, Volusia / Areal Flood Warning / DEM-Palmer

**Florida Division of Emergency Management
State Watch Office Incident Report**

Main Information

Report #: 2014-8136

Status: Open

Reported to SWO on: 11/25/2014 14:00 ET

Severity: Routine Report

Description: Areal Flood Warning

This situation involves: Weather Advisories and Reports

Initial Report:

THE NATIONAL WEATHER SERVICE IN MELBOURNE HAS ISSUED A

* FLOOD WARNING FOR...
NORTHEASTERN SEMINOLE COUNTY IN FLORIDA...
SOUTHERN VOLUSIA COUNTY IN FLORIDA...
THIS INCLUDES THE CITIES OF...OAK HILL...NEW SMYRNA BEACH...
EDGEWATER...LAKE HARNEY.

* UNTIL 445 PM EST.

Incident Occurred: 11/25/2014 14:00 ET

Most Recent Update Date/Time: 11/25/2014-14:03 ET

Most Recent Update: N/A

Affected Counties: Seminole, Volusia

Facility Name or Description:

Incident Location: N/A

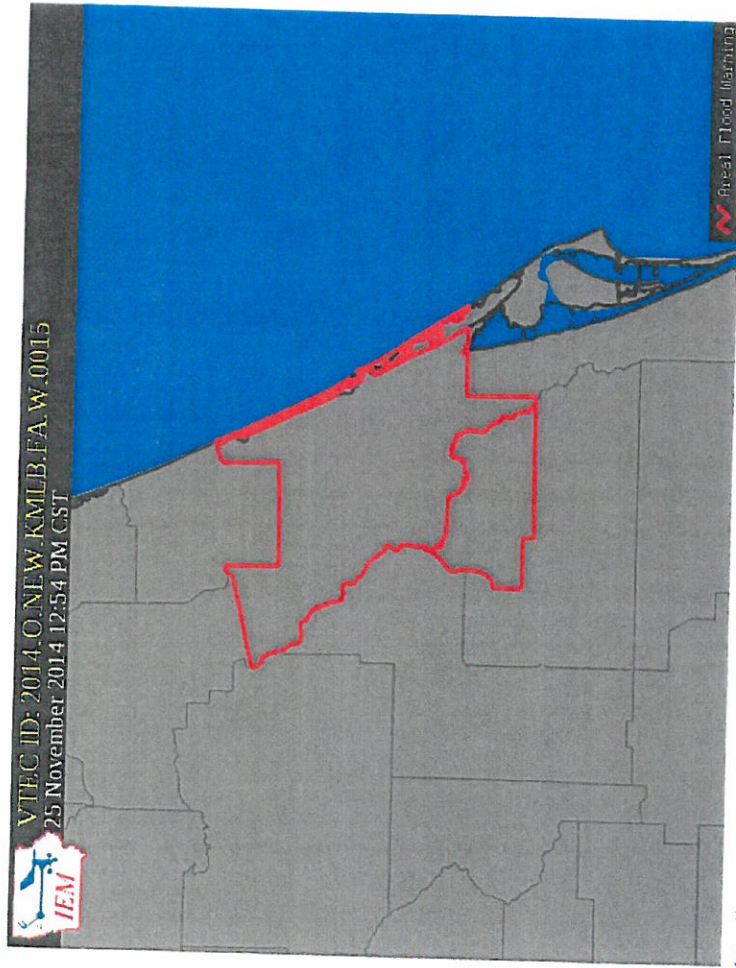
Contact Information

Reporting Party: Name: NWS Melbourne |Address:

Responsible Party: Unknown

On-Scene Contact: Unknown

Weather Advisories and Reports



<http://mesonet.agron.iastate.edu/vtec/#2014-O-NEW-KMLB-FA-W-0015/USCOMP-N0Q-201411251855>

Sub-Type: Weather Warning

Situation: Active

Description: Areal Flood Warning

Date Issued: 11/25/2014

Time Issued: 13:54 ET

Effective on Date: 11/25/2014

Effective on Time: 13:54 EST

Expires on Date: 11/25/2014

Expires on Time: 16:45 EST

Issuing Office: Melbourne Weather Forecast Office

Type of Advisory: Flood Warning

Advisory Text:

FLC117-127-252145-
/O.NEW.KMLB.FA.W.0015.141125T1854Z-141125T2145Z/
/00000.O.ER.000000T0000Z.000000T0000Z.000000T0000Z.00/
SEMINOLE-VOLUSIA-
154 PM EST TUE NOV 25 2014

THE NATIONAL WEATHER SERVICE IN MELBOURNE HAS ISSUED A

* FLOOD WARNING FOR...
NORTHEASTERN SEMINOLE COUNTY IN FLORIDA...
SOUTHERN VOLUSIA COUNTY IN FLORIDA...
THIS INCLUDES THE CITIES OF...OAK HILL...NEW SMYRNA BEACH...
EDGEWATER...LAKE HARNEY.

* UNTIL 445 PM EST.

* AS OF 152 PM EST PERSISTENT HEAVY RAIN WITH AMOUNTS OF THREE TO FIVE INCHES HAS OCCURRED OVER THE WARNED AREA. AN ADDITIONAL ONE TO TWO INCHES THROUGH 3 PM WILL LEAD TO STREET FLOODING AND PERHAPS WATER ENTERING STRUCTURES IN FLOOD PRONE AREAS.

PRECAUTIONARY/PREPAREDNESS ACTIONS...

FLOODING OF ROADS...STREETS AND INTERSECTIONS ARE LIKELY TO BECOME WIDESPREAD IN THESE LOCATIONS. SOME HOMES AND BUSINESSES MAY BE SUBJECT TO LOW LYING AND POOR DRAINAGE FLOODING.

DO NOT DRIVE YOUR VEHICLE INTO AREAS WHERE THE WATER COVERS THE ROADWAY. THE WATER DEPTH MAY BE TOO GREAT TO ALLOW YOUR CAR TO CROSS SAFELY. MOVE TO HIGHER GROUND.

A FLOOD WARNING MEANS THAT FLOODING IS OCCURRING NOW OR IS IMMINENT.

Notification 11/25/2014-14:04 / DEM-Palmer

The State Watch Office values your feedback; please take a 1 minute [survey](#) about this notification.

Recipients: 107	Acknowledged: 55, Response Pending: 52
Alan (DeB) Williamson	Transferred
Ann McFall	Emptied
Aubrie Parliment	Read
Ben Johnson	Transferred
Bob (Delt) Rogers	Transferred
Bob Mandarino	Transferred
Brenda(DSC) Merritt-Smith	Transferred
Charlene Weaver	Emptied
Chico Mandizha	Transferred
Chris (OC) Johnson	Transferred
Dan (PI) Scales	Transferred
Daniel Eckert	Response Pending
Dave Byron	Emptied
David Griffiths	Emptied
David Harden	Transferred
David(SD) Giles	Transferred
Dixie Simmons	Read
Don Poor	Read
Dona DeMarsh Butler	Read
Donna DePeyster	Read
Doug Gibson	Transferred
Eric Westfall	Transferred
Frank(PI) Fabrizio	Transferred
George Baker	Emptied
George Recktenwald	Response Pending
Gerald Brinton	Emptied
Ginger Adair	Emptied
Glen Lopez	Transferred
Glenn Scorza	Read
Henry(OB) Osterkamp	Transferred
James A. Judge	Undeleted
James Dinneen	Response Pending
James McNelly	Emptied
Jeaniene Jennings	Emptied
Jeff B. Smith	Emptied
Jim Tauber	Transferred

Joanne (DBS) Sweeney	Transferred
Joanne Magley	Read
Joe Nolin	Deleted
John (Del) McDaniel	Transferred
John Angiulli	Response Pending
John Gamble	Forwarded
John MacConnell	Emptied
John Zaragoza	Emptied
Jon Cheney	Read
Judy Grim	Read
Julie (DB) Maddux	Transferred
Karen Feaster	Deleted
Katrina Locke	Deleted
Kelli McGee	Response Pending
Ken (PO) Burgman	Transferred
Kerry Orpinuk	Transferred
Kevin Gray	Transferred
Kim Westberry	Emptied
Kohn (OH) Evans	Transferred
Kurt Swartzlander	Transferred
Larry LaHue	Emptied
Leonard Marion	Emptied
Lorri (LH) McLaughlin	Transferred
Louis Longo	Transferred
Lucinda Colee	Emptied
M.B. Gilreath - MBG	Forwarded
Marie Herrmann	Emptied
Mariea Pritchett	Read
Marilyn Chandler Ford	Emptied
Mark Garcia	Transferred
Mark Swanson	Read
Mark Wolcott	Response Pending
Mary Connors	Emptied
Michael (LH) Walker	Transferred
Michael Chitwood	Transferred
Michael Ulrich	Read
Michele Wetherington	Emptied
Mike Coffin	Transferred
Mike Pleus	Transferred

Mike White	Emptied
Palmer Panton	Emptied
Pat White	Read
Peggy Flomerfelt	Read
Peter Springer	Transferred
Randy (NSB) Wright	Transferred
Rhonda Orr	Emptied
Richard Moore	Read
Richard Mullen	Transferred
Rick Karl	Read
Rob Walsh	Emptied
Robert Ehrhardt	Emptied
Ron Wright	Transferred
Ronnie Long	Transferred
Russ Rafferty	Transferred
Ruthann Townsley	Emptied
Samual Bennett	Transferred
Sergio Pacheco	Emptied
Shellie Lewis	Transferred
Skip Irby	Transferred
Stephan Aldrich	Transferred
Stephan Deminsky	Transferred
Steve (Edg) Cousins	Transferred
Steven Sherrer	Transferred
Steven Van Nortwick	Emptied
Tammy Bong	Transferred
Terry Sanders	Emptied
Tim Baylie	Forwarded
Tom Motes	Emptied
Tom Vandehey	Transferred
Tracey (Edge) Barlow	Transferred
Yolanda Buckles	Read

Attachments: User: 1, System: 1

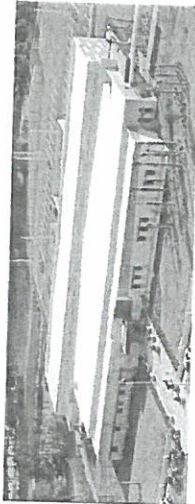
Send Options:

610



Home | Services | Public Protection | Emergency Management

Emergency Management



Located at 3825 Tiger Bay Road, Daytona Beach, the 43,000-square-foot facility houses the County's emergency operations and sheriff's communications activities including countywide 9-1-1 dispatch functions.

No active storms

FIRSTCALL

EMERGENCY NOTIFICATION

Click on the FirstCall logo to sign up to receive emergency telephone notifications (secure site)

Current U.S. storm tracking information

Mission: To provide coordinated all-hazards Emergency Management in support of our community.

Since 2004 Volusia County has been affected by four hurricanes, a tropical storm, two major hurricanes and several heavy rain storms that produced severe regional flooding. These events have shown us the importance of being prepared.

Some of the resources on this website are PDF (Portable Document Format) which offer higher-quality printouts rather than standard HTML pages. To open these files, you will need Adobe Reader software. [Click here to download.](#)

Sign up for our telephone notification system "FirstCall Emergency Telephone Notification System". If you have a cell phone, unlisted land-line or voice over IP number, you must register your number to receive notifications. Any information furnished for the purpose of emergency notification is exempt from public records requirement.

Volusia County hurricane evacuation shelters and evacuation routes map
Do I live in a hurricane storm surge zone?

Planning and Information*

Countywide Emergency Management Plan (CEMP)
Emergency Support Function Annexes (PDF)
Local mitigation strategy (LMS)
LMS mitigation initiative submittal form
Debris Management Plan (PDF)
Floodplain Management Plan (PDF)
Disaster preparedness checklist 1 (PDF)
Volusia Prepares Business
Disaster preparedness checklist 2 (PDF)
Hurricane Readiness Conditions (HURCOs) (PDF)
New ERM panel index (PDF)
Information on Florida

Weather links

Volusia County weather
National Weather Service, Melbourne, FL

Director
James A. Judge II, CEM,
FPEN
ljudge@volusia.org

Daytona Beach
386-258-4088

DeLand
386-736-5980

New Smyrna Beach
386-423-3395



02.23.15 3:25 pm
We want to hear how you've prepared for disasters so far this year in Volusia Co...

02.20.15 9:57 am
Resources are available to get you prepared this year. Don't wait for a disaster...

02.18.15 4:55 pm
We might not have snow but there will be cold tonight. Make sure your pets are...

02.13.15 9:44 am
Worried about hurricanes? Emergencies on this supposed unlucky day? A 2011 study publis...

02.09.15 2:23 pm
FDNY - the Atlantic hurricane season begins June 1st and ends November 30th. All...





[Home](#) | [Services](#) | [Public Protection](#) | [Emergency Management](#) | [Types of disasters](#) | [Floods](#) | [Flood Maps](#)

Flood Maps

New Flood Map Viewer

As of April 29, 2011, Volusia County has received the preliminary flood maps for Volusia County from FEMA. These maps include proposed revisions to the flood maps currently in effect. These maps will become effective for regulating development and for flood insurance purposes following the review, comment, and appeal period in approximately six - nine months.

On this page is an online searchable flood map which allows you to type in your address or property id number to see your parcel on an interactive map in relation to the high-risk flood areas.

Instructions on How to Use the Online Maps (PDF, 740KB)

DISCLAIMER: The data employed within this application was developed through a variety of sources, including the County of Volusia, many municipal jurisdictions and the private sector. The data collected at various scales. The map information displayed is as accurate as the data collected. Volusia County Government strives to provide the most accurate information pertaining to this application as up-to-date as possible however, independent verification of the data displayed is recommended to assure its accuracy. Volusia County Government makes no warranty, explicit or implied as to the accuracy or use of this data.

This application allows you to enter an address and determine if your property is located within the Current or Preliminary FEMA Flood Zone.

Click here to go directly to the map without using the search functions below.

Use the search functions below to zoom directly to a specific address.

Address Search

Enter your address in the empty box below. Please include the number, street name and street suffix abbreviation (for example: Av, Bl, Bv, Cir, Ct, Dr, Ln, Ldg, Pk, Pkwy, Pl, Rd, St, Ter, Tr). Please use a period after any abbreviation in the address as the address will not be accepted. **The map may take a moment to load.**
Example: (123 W Indiana Av)

783 W BAYVIEW ST

FindReset

Parcel Search

To search by parcel, type your 12 digit parcel number (without hyphens or spaces) into the empty box below and click find. **The map may take a moment to load.**
(Example: 700903000190)

FindReset

If you do not know your parcel number, you can navigate to the property location by clicking here and zooming to the desired area on the map.

Director
James A. Judge II, CEM,
FFEM
jjudge@volusia.org

Daytona Beach
386-258-4088

DeLand
386-736-5980

New Smyrna Beach
386-423-3595



02.23.15 3:25 pm
We want to hear how
you've prepared for
disasters so far. This page
in Volusia Co...

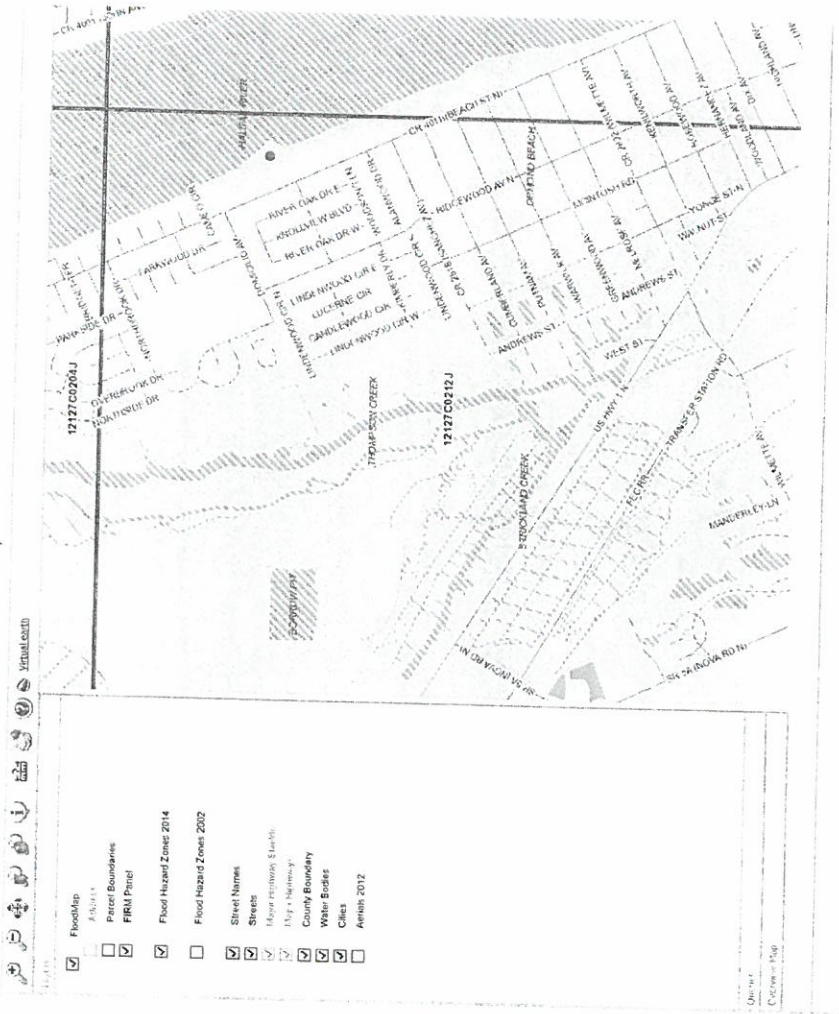
02.20.15 9:57 am
Resources are available to
get you prepared this
year. Don't wait for a
disaster...

02.18.15 4:55 pm
The month not once snow
has fallen in the cold
months. Make sure your
parts are...

02.13.15 9:44 am
Worried about more
emergencies on this
supposed unlucky day? A
2011 study publi...

02.09.15 2:23 pm
#DYK - the Atlantic
hurricane season begins
June 1st and ends
November 30th. All...

"Find" Takes You here



ArcGIS Storm Surge Zones

Details

Basemap

About

Content

Legend

Storm_Surge_Zones

Storm Surge Zones

Tropical Storm

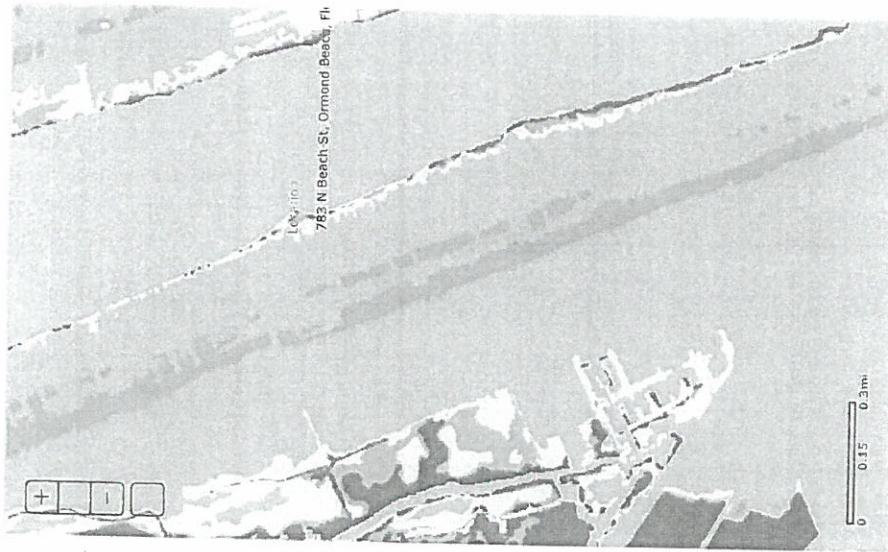
Category 1

Category 2

Category 3

Category 4

Category 5



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Emergency Management

[Current U.S. storm tracking information](#)
[Florida's 2014 State Weather Awareness Guide \(PDF\)](#)
[American Meteorological Society](#)
[Live NOAA weather radio](#)
[Real time river gauge information](#)

Other links

[Floods and Floodplain Management information](#)
[Florida Division of Emergency Management](#)
[Federal Alliance for Safe Homes](#)
[Disaster Preparedness Guide video \(link to youtube\)](#)
[Police Intel video camera \(live\)](#)

Terrorism Information

[Centers for Disease Control information on bioterrorism](#)
[Federal Emergency Management Agency \(FEMA\)](#)
[FEMA information on terrorism](#)
[Florida's current status](#)
[U.S. Department of Homeland Security](#)

Volunteer opportunities

[Community Organization Active in Disaster](#)
[Volusia County Council on Aging](#)
[American Red Cross](#)
[United Way](#)
[Second Harvest Food Bank](#)
[Volusia Interfaith Agencies](#)

**We encourage public participation in our planning process. If you have any suggestions for improving any of our plans, please contact us at one of the numbers listed on this page.*



Media contacts:

Joanne Magley, Volusia County, 386-561-7185
 Pat Kuehn, Volusia County, 386-748-3989
 Michelle Coats, Volusia County, 386-748-3865



RIP CURRENT SAFETY

Forecasters say there's a high risk for rip currents along the Volusia County coast as Hurricane _____ approaches. These dangerous conditions are expected to continue with a high surf advisory in effect along the coast.

According to Volusia County lifeguards, these big, crashing waves may look perfect for surfing, but they are life-threatening hazards.

Rip currents are cuts through the sandbar caused by the current running seaward from the beach. They are always present, varying from moderate to very strong. Rip currents are seen as a strip of darker water extending seaward from a few feet to several yards in width.

If you are caught in a rip current:

- Remain calm. Don't panic.
- Don't try to swim against the current.
- Swim parallel to shore to escape the current or wait until it dissipates. Then swim diagonally to shore.

Additional information

Volusia County Citizens Hotline: 886-345-0345
 Florida Health Department in Volusia County: 386-274-0500
 Florida Emergency Information Line: 800-342-3557
www.volusia.org/beach
www.volusia.org/emergency
www.FloridaDisaster.org

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www.volusia.org

VOLUSIA COUNTY COUNCIL			
JASON P. DAVIS COUNTY CHAIR	JOYCE M. CUSACK AT-LARGE, VICE CHAIR	PAT PATTERSON DISTRICT 1	JOSHUA WAGNER DISTRICT 2
		DEBORAH DENNIS DISTRICT 3	DOUG DANIELS DISTRICT 4
			PATRICIA NORTHEY



NEWS FOR IMMEDIATE RELEASE

Media contacts:

Joanne Magley, Volusia County, 386-561-7185
Pat Kuehn, Volusia County, 386-748-3989

MANDATORY EVACUATION NOTICE

The National Weather Service is forecasting Hurricane _____ will make landfall in Volusia County _____.

In the interests of public safety, the Volusia County Council will issue a mandatory evacuation order beginning _____ for the following areas _____.

Also included in this order are all mobile/manufactured homes and those living in low-lying and flood-prone areas and _____.

_____ (insert specific geographic areas as needed).

Hurricane _____ is a dangerous Category _____ hurricane with winds expected to exceed _____ MPH and gusts to _____ MPH. Storm surge of _____ to _____ feet is expected to impact _____, and _____.

Rainfall of up to _____ inches is predicted which may cause flooding of up to _____ feet in _____, _____, and _____.

Volusia County Emergency Management continues to monitor Hurricane _____.

Contact the Citizens Hotline at 866-354-0345 for additional information or Volusia County Emergency Management at 386-254-1500.

Additional information

Volusia County Citizens Hotline: 866-345-0345
Florida Health Department in Volusia County: 386-274-0500
Florida Emergency Information Line: 800-342-3557
<http://doh.state.fl.us/chd/volusia/>
www.volusia.org/emergency
www.FloridaDisaster.org

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VOLUSIA COUNTY COUNCIL

JASON P. DAVIS COUNTY CHAIR	PAT PATTERSON DISTRICT 1, VICE CHAIR	JOYCE M. CUSACK AT-LARGE	JOSHUA WAGNER DISTRICT 2	DEBORAH DENNIS DISTRICT 3	DOUG DANIELS DISTRICT 4	DR. FRED LOWRY DISTRICT 5
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NEWS FOR IMMEDIATE RELEASE

Media contacts:

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 Pat Kuehn, Volusia County, 386-748-3989
 Michelle Coats, Volusia County, 386-748-3865

FREEZING WEATHER

Is cold weather a threat in the Sunshine State?

Yes! During the winter of 1989-1990, 26 Floridians died of hypothermia. Because of normally mild temperatures, Florida homes often lack adequate heating and insulation and the Florida outdoor lifestyle leads to danger for those not prepared.

Severe cold outbreaks occur in Florida at least once a year. In addition to the actual low temperatures sometimes experienced across the Sunshine State, when strong winds combine with cold temperatures, the heat loss from a person's skin can be accelerated. This is called the wind chill. The wind chill can make it feel like it is much colder outside than what the actual temperature is. The National Weather Service will issue Frost Advisories, Wind Chill Advisories, Watches or Warnings, along with Freeze and Hard Freeze Watches and Warnings when cold weather threatens an area.

Remember the five P's of cold-weather preparedness:

- **Protect people:** Dress in layers and wear a hat and gloves. Try to stay dry and out of the wind. Check on young children and the elderly, who are the most sensitive to cold weather. Drink plenty of non-alcoholic fluids and eat high-caloric foods.
- **Protect pets:** Bring outdoor pets inside or give them a warm shelter to stay in.
- **Protect plants:** Cover cold-sensitive plants.
- **Protect pipes:** Cover pipes and allow outdoor faucets to slowly drip to prevent from freezing and breaking.
- **Practice fire safety:** Use safe heating sources indoors. Do not use charcoal or other fuel-burning devices such as grills that release carbon monoxide. Also, make sure to use space heaters according to their instructions and be attentive to open flames. Keep space heaters and candles away from flammable materials such as curtains and furniture. Blow out all candles when you leave the room or go to bed. Avoid the use of candles in the bedroom and other areas where people may fall asleep.

Source: <http://www.floridadisaster.org/EMTOOLS/Severe/cold.htm>

Additional Information

Volusia County Citizens Hotline: 866-345-0345
 Florida Emergency Information Line: 800-342-3557

www.volusia.org

VOLUSIA COUNTY COUNCIL
 JASON P. DAVIS JOYCE M. CUSACK PAT PATTERSON JOSHUA WAGNER DOUG DANIELS PATRICIA MONTNEY
 COUNTY CHAIR AT-LARGE, VICE CHAIR DISTRICT 4 DISTRICT 5 DISTRICT 6 DISTRICT 7

www.volusia.org/emergency
www.FloridaDisaster.org

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Media contacts:

Joanne Magley, Volusia County, 386-561-7185
 Pat Kuehn, Volusia County, 386-748-3989
 Michelle Coats, Volusia County, 386-748-3865

WATER

Before the storm

- Store a supply of drinking water before of the storm – at least one gallon per person per day, preferably for two weeks.
- To store water, use food-grade containers. Clean, airtight containers such as two-liter soda jugs can be filled with drinking water. Sterilize containers by sponging and swabbing them with unscented bleach. Rinse well and dry. Milk containers should not be used as they are difficult to clean thoroughly and don't have an airtight seal.
- If re-use disposable plastic bottles, do not keep them for more than a month.
- Sterilize the bathtub in the same manner as containers. Water stored in the tub should be used for washing and flushing the toilet.
- Purchase water purifying tablets, generally available from a local pharmacy.

After the storm

- Do not drink the water after a storm until you know it is safe.
- Listen to local news bulletins to determine if there is a boil-water order in effect for your area.
- If a boil-water notice is issued, do not give water from the faucet to humans or pets or use it for washing, cleaning, cooking, brushing teeth, or making ice or formula. Bring tap water to a rolling boil for one minute before using it for drinking, cooking or ice-making. It is not necessary to boil water for showering or other external uses.
- Restrict the use of running water until power is restored to all areas. During power outages, lift stations that normally pump raw sewage/wastewater may not be operating if they are not powered by a generator. In these cases, the system can eventually back up into your street or showers, toilets and sink drains inside your home.
- Engage in safe hygiene practices to sanitize hands, etc.
- If the water quality is questionable, there are three ways to disinfect it:
 - Boil water at a rolling boil for one minute to kill infectious organisms.
 - Use water purifying tablets (generally available from the local pharmacy), according to package directions.
 - Use unscented household bleach. Add eight drops (1/8 teaspoon) of household bleach per gallon of water. Mix thoroughly. Let stand for 30 minutes. If the water is cloudy, repeat the dosage and let it stand another 30 minutes. The water will not be toxic, but it will have a chlorine odor and taste.

Private water wells

- Remove the plug or cap from the tops of the well casing.
- Pour two quarts bleach into the well.

www.volusia.org

VOLUSIA COUNTY COUNCIL			
JASON P. DAVIS COUNTY CHAIR	JOYCE M. CUSACK AT-LARGE UPPE FLORIDA	PAT PATTERSON ALBANY	DEBORAH DENNIS JOSHUA WAGNER
		DOUG DANIEL S.	PATRICIA MONTGOMERY

- Replace plug or cap.
- Open all outlets on the system and allow water to run until the chlorine odor is noticeable.
- Allow chlorine to remain in the system at least six hours but preferably overnight, then run water from all outlets until the system is free of chlorine.

Additional information

Volusia County Citizens Hotline: 866-345-0345
Florida Emergency Information Line: 800-342-3557
www.volusia.org/emergency
www.FloridaDisaster.org

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Media contacts:

Joanne Magley, Volusia County, 386-561-7185
 Pat Kuehn, Volusia County, 386-748-3989
 Michelle Coats, Volusia County, 386-748-3865

BOIL-WATER NOTICE

The Florida Department of Health in Volusia County has issued a boil water notice for the following area:

until _____ a.m./p.m. due to a _____
 (or "and will provide additional information as it becomes available.")

Residents are advised to bring tap water to a rolling boil for one minute before using it for drinking, cooking or ice-making. It is not necessary to boil water for showering or other external uses.

Please contact the health department at 386-274-0500 if you have any questions.

Additional Information

Volusia County Citizens Hotline: 866-345-0345
 Florida Health Department in Volusia County: 386-274-0500
 Florida Emergency Information Line: 800-342-3557
<http://doh.state.fl.us/chd/volusia/>
www.volusia.org/emergency
www.FloridaDisaster.org

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www.volusia.org

VOLUSIA COUNTY COUNCIL

JASON P. DAVIS COUNTY CHAIR	JOYCE M. CUSACK AT-LARGE VICE CHAIR	PAT PATTERSON DISTRICT 4	JOSHUA WAGNER DISTRICT 5	DEBORAH DENYS	DOUG DANIELS	PATRICIA MORTHEW
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Attachment: Volusia County Flood Warning Program A (1152 : Volusia County Local Mitigation Strategy)



Media contacts:

Joanne Magley, Volusia County, 386-561-7185
 Pat Kuehn, Volusia County, 386-748-3989
 Michelle Coats, Volusia County, 386-748-3865

TSUNAMI WARNING

The National Weather Service has issued a Tsunami Warning for the Florida east coast including Volusia County. The tsunami is expected to arrive at ____ a.m./p.m.

If you live east of State Road A1A, take the following precautionary steps as soon as possible:

- Evacuate to the west of State Road A1A.
- Do not remain in your home or business.

Emergency officials will announce when it is safe to return.

Additional information

Volusia County Citizens Hotline: 866-345-0345
 Florida Emergency Information Line: 800-342-3557
www.volusia.org/emergency
www.FloridaDisaster.org

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www.volusia.org

VOLUSIA COUNTY COUNCIL

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Attachment: Volusia County Flood Warning Program A (1152 : Volusia County Local Mitigation Strategy)



NEWS FOR IMMEDIATE RELEASE

Media contacts:

Joanne Magley, Volusia County, 386-561-7185
 Pat Kuehn, Volusia County, 386-748-3989
 Michelle Coats, Volusia County, 386-748-3865

FLOODING NOTICE

Due to recent heavy rainfall, localized flooding is occurring in the following areas:

Avoid these areas if at all possible due to flooded roads.

If you have any questions, please call Volusia County Emergency Management at 386-254-1500.

Additional Information

Volusia County Citizens Hotline: 866-345-0345
 Florida Health Department in Volusia County: 386-274-0500
 Florida Emergency Information Line: 800-342-3557
<http://doh.state.fl.us/chd/volusia/>
www.volusia.org/emergency
www.FloridaDisaster.org

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www.volusia.org

VOLUSIA COUNTY COUNCIL

JASON P. DAVIS COUNTY CHAIR	JOYCE M. CUSACK AT-LARGE VICE CHAIR	PAT PATTERSON DISTRICT 1	JOSHUA WAGNER DISTRICT 2	DEBORAH DENYS DISTRICT 3	DOUG DANIELS DISTRICT 4	PATRICIA NORTHEY DISTRICT 5
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Attachment: Volusia County Flood Warning Program A (1152 : Volusia County Local Mitigation Strategy)



Media contacts:
Joanne Magley, Volusia County, 386-561-7185
Pat Kuehn, Volusia County, 386-748-3989
Michelle Coats, Volusia County, 386-748-3865

WILDFIRE/BRUSH FIRE NOTICE

Volusia County Fire Services and (insert other agencies assisting) are fighting a brushfire at

Avoid areas near the brushfire due to smoke, which may limit visibility.

Further information will be provided as it becomes available.

Additional information

Volusia County Citizens Hotline: 866-345-0345
Florida Health Department in Volusia County: 386-274-0500
Florida Emergency Information Line: 800-342-3557
<http://doh.state.fl.us/chd/volusia/>
www.volusia.org/emergency
www.FloridaDisaster.org

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www.volusia.org

VOLUSIA COUNTY COUNCIL			
JASON P. DAVIS COUNTY CHAIR	JOYCE M. CUSACK AT-LARGE, VICE CHAIR	PAT PATTERSON DISTRICT 1	JOSHUA WAGNER DISTRICT 2
		DEBORAH DENYS DISTRICT 3	DOUG DANIELS DISTRICT 4
			PATRICIA NORTHEY DISTRICT 5

Attachment: Volusia County Flood Warning Program A (1152 : Volusia County Local Mitigation Strategy)



NEWS FOR IMMEDIATE RELEASE

Media contacts:

Joanne Magley, Volusia County, 386-561-7185
 Pat Kuehn, Volusia County, 386-748-3989
 Michelle Coats, Volusia County, 386-748-3865

BURN BAN

Volusia County Fire Services has issued an outdoor burn ban because of recent dry conditions. The ban will take effect at __ a.m. _____. It applies to the county's unincorporated areas, Oak Hill, Lake Helen and Pierson.

According to Volusia County Fire Chief _____, the burn ban is necessary because of severe drought conditions. Volusia County's Keetch-Byram Drought Index is _____. The drought index measures soil dryness on a scale of 1 to 800, with one being saturation and 800 being desert-dry.

Under the burn ban, all outdoor burning, unless authorized by the Florida Forest Service, is prohibited. This includes the burning of yard trash, household paper products, bonfires, campfires, warming fires and cooking fires. Outdoor cooking done with a contained gas or charcoal grill (excluding a fire pit) is the only exception.

Violations of the ban are punishable by a fine up to \$500 and/or imprisonment in county jail for up to 60 days. Personnel from Volusia County Fire Services will issue violation notices to any person violating the burn ban and also will extinguish any fire not authorized by the Florida Forest Service.

Fire officials urge residents to be cautious with outdoor activities and offer these wildfire safety tips:

Practice wildfire safety

- Do not discard cigarettes from moving vehicles.
- Do not park a hot car or operate all-terrain vehicles on dry grass.
- Check lawnmowers and farm equipment for properly working spark arresters.
- Extinguish fires when cooking outdoors, and never leave fires unattended.

Protect your home

- Design and landscape your home with fire safety in mind. Allow a 30-foot buffer of non-combustible material around your home.
- Use non-combustible materials on the roof and clean the roof and gutters regularly.
- Teach family members how to use a fire extinguisher. Test smoke detectors regularly.
- Inspect chimneys twice a year and clean them once a year.
- Rake leaves and dead limbs and twigs. Clear flammable vegetation.
- Have a garden hose long enough to reach any area of your home and property.

When wildfire threatens

- Listen to the media or a weather radio for civil emergency messages about where the danger is.

www.volusia.org

VOLUSIA COUNTY COUNCIL

JASON P. DAVIS JOYCE M. CIRACKE

PAT PATTERSON

JOSHUA WAGNER

BERNARD DEWEE

DAVID RABIERE

DAVIDIA LUNDEY

- Prepare your family, pets and supplies in case you have to evacuate.
- If told to evacuate, do so immediately.
- If evacuating, tell someone you are leaving and where you are going. Drive away from fire hazards and listen to public safety officials.

Additional information

Volusia County Citizens Hotline: 866-345-0345
Florida Health Department in Volusia County: 386-274-0500
Florida Emergency Information Line: 800-342-3557
<http://doh.state.fl.us/chd/volusia/>
www.volusia.org/emergency
www.FloridaDisaster.org

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NEWS FOR IMMEDIATE RELEASE

Media contacts:

Kim Montes, Florida Highway Patrol, 407-797-2707
 Joanne Magley, Volusia County, 386-561-7185
 Pat Kuehn, Volusia County, 386-748-3989
 Michelle Coats, Volusia County, 386-748-3865

DRIVING IN SMOKE AND FOG

Visibility can change within seconds, so use extreme caution when driving in smoke and fog. Wildfires, smoke, fog and heavy rain can lower visibility on the roads. It is important for drivers to drive as safely as possible in these conditions.

When driving in low visibility:

- Slow down, but do not slam on your brakes.
- Turn your headlights on low beam. High beams will be reflected back off the fog and impair visibility even more.
- Do not stop on a freeway or heavily traveled road. You could become the first link in a chain-reaction collision.
- If you must stop, pull all the way off the road and turn on your emergency flashers to let drivers know you are parked. After pulling off the road, turn on your hazard flashers. Hazard lights should only be used when you're pulled over to show that you are parked on the side of the road. Move away from the vehicle.
- Watch out for slow-moving and parked vehicles. Listen for traffic you cannot see. Open your window a little to hear better.
- Reduce the distractions in your vehicle. Turn off the radio and cell phone. Your full attention is required.
- Use wipers and defrosters liberally for maximum visibility.
- Use the right edge of the road or painted road markings as a guide.
- Be patient. Avoid passing and changing lanes.
- Signal turns well in advance and brake early as you approach a stop.
- Report the hazard to local law enforcement agencies or 911.
- Check traffic conditions before traveling by dialing 511 or visiting www.511.com.

Source: Florida Highway Patrol

Additional information

Volusia County Citizens Hotline: 866-345-0345
 Florida Emergency Information Line: 800-342-3557
www.fhp.state.fl.us
www.volusia.org/emergency
www.volusia.org/fire
www.FloridaDisaster.org

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www.volusia.org

VOLUSIA COUNTY COUNCIL

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FLORIDA HIGHWAY PATROL



Media contacts:

Joanne Magley, Volusia County, 386-561-7185
Pat Kuehn, Volusia County, 386-748-3989
Michelle Coats, Volusia County, 386-748-3865

HEALTH THREAT FROM WILDFIRE SMOKE

Smoke from wildfires is a mixture of gases and fine particles from burning trees and other plant materials. Smoke can hurt your eyes, irritate your respiratory system, and worsen chronic heart and lung diseases.

How to tell if smoke is affecting you

Smoke can cause coughing, a scratchy throat, irritated sinuses, shortness of breath, chest pain, headaches, stinging eyes, runny nose and asthma exacerbations.

If you have heart or lung disease, smoke might make your symptoms worse.

People who have heart disease might experience chest pain, rapid heartbeat, shortness of breath, and fatigue.

Smoke may worsen symptoms for people who have pre-existing respiratory conditions, such as respiratory allergies, asthma, and chronic obstructive pulmonary disease (COPD), in the following ways:

- Inability to breathe normally
- Cough with or without mucus
- Chest discomfort
- Wheezing and shortness of breath

When smoke levels are high enough, even healthy people may experience some of these symptoms.

Know whether you are at risk

- If you have heart or lung disease – such as congestive heart failure, angina, COPD, emphysema, or asthma – you are at higher risk of having health problems than healthy people.
- Older adults are more likely to be affected by smoke, possibly because they are more likely to have heart or lung diseases than younger people.
- Children are more likely to be affected by health threats from smoke because their airways are still developing and because they breathe more air per pound of body weight than adults. Children also are more likely to be active outdoors.

www.volusia.org

VOLUSIA COUNTY COUNCIL

JASON P. DAVIS JOYCE M. CUSACK PAT PATTERSON JOSHUA WAGNER DEBORAH DENNIS DOUG DANIEL S PATRICIA NORTHY

Attachment: Volusia County Flood Warning Program A (1152 : Volusia County Local Mitigation Strategy)

Protect yourself

Limit your exposure to smoke. Protect your health by following these tips:

- **Pay attention to local air quality reports.** Listen and watch for news or health warnings about smoke. Find out if your community provides reports about the Environmental Protection Agency's Air Quality Index (AQI). Also pay attention to public health messages about taking additional safety measures.
- **Refer to visibility guides if they are available.** Not every community has a monitor that measures the amount of particles that are in the air. In the western part of the United States, some communities have guidelines to help people estimate AQI based on how far they can see.
- **If you are advised to stay indoors, keep indoor air as clean as possible.** Keep windows and doors closed unless it is extremely hot outside. Run an air conditioner if you have one, but keep the fresh-air intake closed and the filter clean to prevent outdoor smoke from getting inside. If you do not have an air conditioner and it is too warm to stay inside with the windows closed, seek shelter elsewhere.
- **Do not add to indoor pollution.** When smoke levels are high, do not use anything that burns, such as candles, fireplaces, or gas stoves. Do not vacuum, because vacuuming stirs up particles already inside your home. Do not smoke; smoking puts even more pollution into the air.
- **Follow your doctor's advice** about medicines and about your respiratory management plan if you have asthma or another lung disease. Call your doctor if your symptoms worsen.
- **Do not rely on dust masks for protection.** Paper "comfort" or "dust" masks commonly found at hardware stores are designed to trap large particles, such as sawdust. These masks will not protect your lungs from smoke. An "N95" mask, *properly worn*, will offer some protection..

Source: <http://www.bt.cdc.gov/disasters/wildfires/facts.asp>

Additional information

Volusia County Citizens Hotline: 866-345-0345
 Florida Health Department in Volusia County: 386-274-0500
 Florida Emergency Information Line: 800-342-3557
<http://doh.state.fl.us/chd/volusia/>
www.volusia.org/emergency
www.FloridaDisaster.org

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NEWS FOR IMMEDIATE RELEASE

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 Michelle Coats, Volusia County, 386-748-3865

WILDFIRE SAFETY TIPS

Practice wildfire safety

- Do not discard cigarettes from moving vehicles.
- Do not park your vehicle or operate all-terrain vehicles on dry grass areas.
- Check lawnmowers and farm equipment for properly working spark arresters.
- Extinguish fires when cooking outdoors and never leave fires unattended.
- Clearly mark all driveway entrances with name and address.
- Plan several escape routes away from your home by car and on foot.

Protect your home

- Design and landscape your home with wildfire safety in mind. Allow a 30-foot buffer of non-combustible material around your home.
- Use non-combustible materials on the roof and regularly clean the roof and gutters.
- Teach family members how to use a fire extinguisher. Install and regularly test smoke detectors.
- Inspect chimneys twice a year and clean them once a year.
- Rake leaves and dead limbs and twigs. Clear all flammable vegetation.
- Have a garden hose long enough to reach any area of your home and property.

When wildfire threatens

- Listen to the news media or your NOAA Weather Alert radio for Civil Emergency Messages about where the danger is.
- Prepare your family, pets and supplies in case you have to evacuate.
- If told to evacuate, DO SO IMMEDIATELY.
- Tell someone you are leaving and where you are going.
- If evacuating, drive away from fire hazards and listen to public safety officials.

Additional information

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FLOOD INFORMATION SHEET

Health dangers of mold in water-damaged buildings



As Floridians clean and repair their flood-damaged homes and buildings, the Florida Department of Health in Volusia County urges the public to take precautionary measures to avoid indoor air quality problems. Moisture that enters buildings from leaks or flooding accelerates mold growth. Molds can cause disease, trigger asthma symptoms and allergic reactions and continue to damage materials long after the storm. Failure to control moisture and mold can present short and long-term health risks.

Mold growth can often be seen or smelled. Mold often appears as a staining or fuzzy growth on furniture or building materials (it may look cottony, velvety, rough, or leathery and have different colors like white, gray, brown, black, yellow or green). If you can smell an earthy or musty odor, you may have a mold problem.

To protect against health risks associated with mold:

- Remove standing water from your home or office.
- Remove wet materials. If the moldy material is not easily cleanable, such as drywall, carpet padding and insulation, then removal and replacement may be necessary.
- Consider using personal protective equipment when cleaning or removing mold – gloves, goggles and an N-95 particle respirator (found at most local hardware stores). Check with a health care provider before wearing a respirator. Do not use a respirator if you have heart disease or chronic lung disease such as asthma or emphysema.
- Individuals with known mold allergies or asthma should not clean or remove moldy materials. If you have concerns regarding your health before starting the cleanup, consult your health care provider.

If mold growth has already occurred, carefully remove or clean the moldy material in a well-ventilated area. If the moldy area is less than about 10 square feet (a 3-foot by 3-foot patch), in most cases, individuals may clean up the mold using a detergent/soapy water or a commercial mildew or mold cleaner. The cleaned area should then be thoroughly dried. Throw away any sponges or rags used to clean mold. If the mold returns quickly or spreads, it may mean the building materials are still wet enough to support mold growth. Additional drying of these materials may be needed.

After working in a mold-affected area, shower and launder work clothes separate from the other laundry. Keep shoes and work clothes away from the unaffected living area.

Never mix cleaners (such as a cleaner with ammonia) and disinfectants (such as bleach), as chemical reactions between these ingredients are likely to result in the release of hazardous gases (such as chlorine). Read and

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follow label instructions of cleaners and disinfectants carefully. Open windows and doors to provide plenty of fresh air.

For more information about indoor air quality and mold growth, contact the Florida Department of Health's Indoor Air Toxics Hotline at 800-543-8279 or visit www.doh.state.fl.us and select "Mold" from the A to Z topics list.

Source: *Florida Department of Health in Volusia County*

Additional Information

Volusia County Citizens Hotline: 866-345-0345

Florida Health Department in Volusia County: 386-274-0500

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FLOOD INFORMATION SHEET

Frequently asked questions: Mold and your health



These are some of the most common questions and concerns about indoor mold, how it affects human health, and ways in which you can prevent it.

What are molds?

Molds are types of fungi. They grow in the natural environment. Tiny particles of molds are found everywhere in indoor and outdoor air. In nature, molds help break down dead materials, and can be found growing on soil, foods, plants and other items. Molds are also very common in buildings and homes. Mold needs moisture to grow. Indoors, mold growth can be found where humidity levels are high, like basements and showers. Molds produce microscopic cells called "spores" that are spread easily through the air. Spores can also be spread by water and insects. Live spores act like seeds, forming new mold colonies when they find the right conditions.

What makes mold grow?

Mold only needs a few things to grow and multiply:

- Nutrients (food)
- A suitable place to grow
- Moisture

Many building materials (such as wood, sheetrock, etc.) provide food that can support mold growth. Even dust that has settled on these materials or furniture can be a food source for molds.

Molds can grow almost anywhere there is enough moisture or high humidity. Controlling moisture is the key to stopping indoor mold growth, because all molds require water to grow. Moisture can come from:

- Flooding from the outside (storm water, overflowing lakes, streams, storm surge, etc.)
- Flooding from the indoor (overflow from sinks, tubs, toilets, air conditioner drain pans or sewerage systems)
- Condensation (caused by indoor humidity that is too high or surfaces that are too cold)
- Water leaks from outside the building (roof, walls, floors)
- Indoor plumbing leaks or broken water pipes
- Outdoor sprinkler spray hitting the walls, or indoor fire sprinklers
- Poor venting of kitchen and bathroom moisture (steam from shower or cooking)
- Humidifier use
- Drying wet clothes indoors, or not venting clothes dryers outdoors (including electric dryers)
- House plants (over watering, etc.)
- Moisture from our bodies (sweat, wet hair on pillows, breath)
- Warm, moist air from outdoors
- Liquid spills

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Should I be worried about mold in my home?

Yes and no. On the one hand, there will always be mold in your home in the form of spores and pieces of mold cells. The presence of mold in the air is normal. On the other hand, one should not let mold grow and multiply indoors. When this happens, your level of exposure can increase, thereby increasing the risk of potential health problems. Building materials, household goods and furnishings may also be damaged. Mold needs to eat to survive, and it's perfectly happy eating your home if you allow it.

What health problems can be caused by mold?

There are four kinds of health problems that come from exposure to mold:

- allergic illness
- irritant effects
- infection
- toxic effects

For people who are sensitive to molds, symptoms such as nasal and sinus irritation or congestion, dry hacking cough, wheezing, skin rashes or burning, watery or reddened eyes may occur. People with severe allergies to molds may have more serious reactions, such as hay-fever-like symptoms or shortness of breath. People with chronic illnesses or people with immune system problems may be more likely to get infections from certain molds, viruses and bacteria. Molds can also trigger asthma attacks in persons with asthma. Headaches, memory problems, mood swings, nosebleeds and body aches and pains are sometimes reported in mold complaints, but the causes of these physical symptoms are not yet understood. There is evidence of specific long-term toxic effects from eating foods with mold toxins. Unfortunately, very little is known regarding the actual health risks from breathing in or skin contact with mold toxins. Allergic disease is now considered the most likely health problem related to mold exposures. Research into the possible health effects related to mold exposure continues today.

How can I tell if there is mold in my home, or should I test my home for mold?

Indoor mold growth can usually be seen or smelled. In most cases, if visible mold growth is present, sampling is not needed. There are no health- or exposure-based standards that you can use to evaluate a mold sampling result. The Florida Department of Health does not recommend mold testing or sampling to see if you have a mold problem, or to see what kind of mold might be growing. Sampling for mold in the air can be expensive and, if done, should only be done by experienced professionals. Investigate a mold problem; don't test.

Look for visible mold growth (it may look cottony, velvety, rough, or leathery and have different colors like white, gray, brown, black, yellow, or green). Mold often appears as a staining or fuzzy growth on furniture or building materials (walls, ceilings, or anything made of wood or paper). Look for signs of moisture or water damage (water leaks, standing water, water stains, condensation, etc.).

Check around air handling units (air conditioners, furnaces) for standing water. Routinely inspect the evaporator coils, liner surfaces, drain pans and drain lines.

Search areas where you notice mold odors. If you can smell an earthy or musty odor, you may have a mold problem.

If mold-allergic people have some of the symptoms listed above when in your home, you may have a mold problem.

How can I be exposed to mold?

Mold is virtually everywhere, floating in the air and on all surfaces. People are exposed to molds 24 hours a day, seven days a week, and 365 days a year. Exposures increase when indoor moldy materials become dried, damaged or disturbed, causing spores and other mold cells to be released into the air and then inhaled. Elevated exposure can also occur if people directly handle moldy materials or accidentally eat mold.

How much mold does it take to make me sick?

It depends on the situation and the person. This question is difficult to answer in the same way it's hard to say how much sun causes a sunburn; the amount varies from person to person. What one person can tolerate with little or no effect may cause symptoms in another individual.

The long-term presence of indoor mold may eventually become unhealthy for anyone. Those with special health concerns should consult a medical doctor if they feel their health is affected by indoor mold. The following types of people may be affected sooner and more severely than others:

- Babies and children
- Elderly persons
- Individuals with chronic respiratory conditions or allergies or asthma
- Persons having weakened immune systems (for example, people with HIV or AIDS, chemotherapy patients, or organ transplant recipients)

Are some molds more hazardous than others?

Some types of molds can produce chemicals called mycotoxins. These molds are common, and are sometimes referred to as toxic mold. There are very few reports that toxic molds inside homes can cause unique or rare health conditions. If you think you have a mold problem in your home, you do not need to find out what type of mold you may have. All molds should be treated the same when it comes to health risks and removal. All indoor mold growth should be removed promptly, no matter what type(s) of mold is present, or whether or not it can produce mycotoxins.

What is *Stachybotrys chartarum*?

Stachybotrys chartarum (also known as *Stachybotrys atra*) is a greenish-black mold that can grow on materials such as drywall or sheetrock, ceiling tiles and wood when they become moist or water-damaged. Not all greenish-black molds are *Stachybotrys chartarum*. Some strains of *Stachybotrys chartarum* may produce mycotoxins. Whether a mold produces mycotoxins depends on what the mold is growing on and conditions such as temperature, pH, humidity or other factors. When mycotoxins are present, they occur in both living and dead mold spores, and may be present in materials that have become contaminated with molds. While *Stachybotrys* is growing, a wet slime layer covers its spores, preventing them from becoming airborne. When the mold dies and dries up, air currents or physical handling can cause spores to become airborne.

Currently, there is no test to determine whether *Stachybotrys* growth found in buildings is producing toxins. There is also no blood or urine test that can tell if an individual has been exposed to *Stachybotrys chartarum* spores or its toxins.

• How can *Stachybotrys* affect my health?

Typically, indoor air levels of *Stachybotrys* are low. As with other types of mold, at higher levels adverse health effects may occur. These include cold-like symptoms, rashes, sinus inflammation, eye irritation and aggravation of asthma. Some symptoms are more general - such as inability to concentrate or fatigue. Usually, symptoms disappear after the mold is removed.

• How can I tell when *Stachybotrys chartarum* is present in my home?

Many molds are black but are not *Stachybotrys*. For example, the black mold often found between bathroom tiles is not *Stachybotrys*. *Stachybotrys* can be identified only by specially trained professionals through a microscopic exam or by cultures. The Florida Department of Health does not recommend that people sample mold growth in their home. All indoor mold growth should be removed, regardless of type.

How can I prevent mold growth?

Water is the key. Without it, mold growth cannot start, much less multiply and spread. The easiest way to prevent the mold from gaining a foothold is to control dampness. Keep your home clean and dry. When water stands for

even 24 hours, common molds can take hold. Keeping humidity levels below 60 percent and venting moisture from showering and cooking to the outside are several ways to prevent the conditions that can lead to mold growth. Other ways include:

- Clean and dry up spills within 24 hours
- Dry out wet building materials and carpets within 24 hours
- Use an air conditioner or a dehumidifier to reduce the indoor humidity levels below 60 percent. If you have a central air conditioning system and need a dehumidifier to reduce relative humidity below 60 percent, you should have the air conditioning system examined for problems
- Do not carpet bathrooms or basements

Note: While most experts suggest a relative humidity of less than 60 percent, below 50 percent is best for controlling both mold growth and dust mites. Dust mites are microscopic animals related to spiders, ticks and other mites. Dust mites eat mold and dead human or animal skin scales (flakes) and leave allergenic proteins. Dust mites reduce allergen production at these lower humidity levels.

Who can I call if I suspect that I have a mold problem, or if I want more information on mold?

For additional information about the health effects of mold exposure and information on the safe removal of mold, please call your County Health Department's Environmental Health Office, the Florida Department of Health, Radon and Indoor Toxics Program at 1-800-543-8279, or the U.S. Environmental Protection Agency's Indoor Air Quality Information Clearinghouse at 1-800-438-4318. If you have a mold complaint about an apartment or hotel, call the Florida Department of Business and Professional Regulation at 850-487-1395.

What is the Florida Department of Health doing about mold?

The Florida Department of Health Indoor Air program helps with mold issues through the following activities:

- Providing technical assistance and advice to the public, County Health Departments, School Districts and others
- Distributing current information and other resources on mold and moisture control

Please note that the Florida Department of Health does not provide mold testing or support to professional consultants.

What can county health departments do?

County health department staff should be able to:

- Help you with the identification of mold problems and advise you on investigation techniques and clean-up methods
- Answer your questions about health effects and possible hazards of mold exposure
- Provide mold prevention advice into public message and disaster response plans
- Direct concerned people to the appropriate local resources or to the Florida Department of Health Indoor Air Program staff

Where can I obtain additional information on the Internet?

U.S. Environmental Protection Agency (EPA)
<http://www.epa.gov/iaq/molds/>

U.S. Department of Health and Human Services
 Centers for Disease Control and Prevention (CDC)
<http://www.cdc.gov/mold/default.htm>

Florida Cooperative Extension, University of Florida
http://edis.ifas.ufl.edu/TOPIIC_Moisture_Mold_and_Mildew

Source: *Florida Department of Health in Volusia County*

Additional information

Volusia County Citizens Hotline: 866-345-0345
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Florida Emergency Information Line: 800-342-3557
www.volusia.org/emergency
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TROPICAL STORM/HURRICANE INFORMATION SHEET

Handwashing can help prevent illness



To help prevent the spread of diseases that can cause illness, it is important to wash your hands often. Germs are spread when people forget to wash their hands or don't wash their hands thoroughly.

Basic hygiene is very important in disaster settings. Always wash your hands with soap and water. If normal, safe water sources cannot be accessed, use water that has been boiled and cooled or chemically disinfected. If soap and water are not available, alcohol-based hand sanitizers can be used; however, since hand sanitizers alone are not as effective as proper hand washing, gloves should be worn (and then properly disposed of) for activities listed below.

When should you wash your hands?

- After you:
 - use the bathroom or change a diaper
 - handle uncooked food
 - play with a pet
 - clean or handle garbage
 - tend to someone who is sick or injured
 - blow your nose, cough or sneeze
 - participate in flood cleanup activities or handle articles contaminated with flood water or sewage

• Before you:

- prepare or eat food
- treat a cut or wound
- insert or remove contact lenses

How should you wash your hands?

- Use soap and clean, warm running water or boiled/cooled water or disinfected water
- Wash all surfaces thoroughly, including wrists, palms, back of hands, fingers and under fingernails
- Rub hands together washing for at least 20 seconds and then rinse
- Dry with a clean disposable towel
- Use the towel to turn off the water faucet

Source: Florida Department of Health in Volusia County

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TROPICAL STORM/HURRICANE INFORMATION SHEET

Carbon monoxide poisoning Generator safety precautions can help prevent poisoning



As Floridians begin the task of preparing for severe weather or flooding, the Florida Department of Health in Volusia County is urging the public to avoid carbon monoxide (CO) exposure by taking precautions with gas-powered appliances and charcoal or gas grills.

Carbon monoxide is an invisible, odorless, tasteless gas, and is highly poisonous. Depending on the level of exposure, CO may cause fatigue, weakness, chest pains for those with heart disease, shortness of breath upon exertion, nausea, vomiting, headaches, confusion, lack of coordination, impaired vision, loss of consciousness, and in severe cases, death.

DOH recommends the following precautions to help prevent carbon monoxide poisoning:

- Do not burn charcoal or gas grills inside a house, garage, vehicle, tent or fireplace.
- NEVER use a generator indoors, including in homes, garages, basements, crawl spaces, and other enclosed or partially enclosed areas, even with ventilation. Opening doors and windows or using fans will not prevent CO build-up in the home.
- ALWAYS locate the unit outdoors on a dry surface, away from doors, windows, vents, and air conditioning equipment that could allow CO to come indoors.
- Follow the instructions that come with your generator. Locate the unit outdoors and away from doors, windows, vents, and air conditioning equipment that could allow CO to come indoors.
- Install battery-operated CO alarms or plug-in CO alarms with battery back-up in your home, according to the manufacturer's installation instructions. The CO alarms should be certified to the requirements of the latest safety standards for CO alarms (UL 2034, IAS 6-96, or CSA 6.19.01).
- Test your CO alarms frequently and replace dead batteries.
- Remember that you cannot see or smell CO and portable generators can produce high levels of CO very quickly.
- If you start to feel sick, dizzy, or weak while using a generator, get to fresh air RIGHT AWAY. DO NOT DELAY.
- If you have a poisoning emergency, call the Florida Poison Information Center at 800-222-1222. If the victim has collapsed or is not breathing, call 911 immediately.

Source: Florida Department of Health in Volusia County

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Sept. 18, 2013

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FLOOD INFORMATION SHEET

What to do if your well is flooded



If you are unsure about the impact of flooding on your well water, either use bottled water, or boil or disinfect all the water you use for drinking, making beverages, cooking, brushing your teeth, washing dishes, and washing areas of the skin that have been cut or injured.

Common unscented household bleach (4 to 6 percent) can be used effectively as a chlorine disinfectant. Add eight drops (about one-eighth teaspoon) of unscented household bleach per gallon of water, then let stand for 30 minutes, repeating the procedure if the water is still cloudy. An alternative disinfecting method involves bringing water to a rolling boil for one minute.

If your well has been flooded, please call your local county health department for information on how to sample your water and where to bring the sample for bacteriological testing. If the test reveals bacteria, the well and water system need to be disinfected.

It is important to disinfect both well and plumbing water with unscented household bleach to ensure that all infectious agents are destroyed. If you have water treatment devices, remove all membranes, cartridges, and filters and replace them after the chlorination process is completed. The amount of chlorine determines the length of time you allow the bleach to remain in your system.

The Department of Health recommends the following steps to disinfect a contaminated well:

- If the water is discolored before adding the bleach, run the water until it is clear for up to 10 minutes.
- Turn off and then drain your hot water heater—bleach is not effective in water above 105 degrees.
- Remove and replace charcoal filters after the disinfecting process is completed.
- To avoid adding contamination to the well during disinfection, clean the work area around the top of the well. Then remove grease and mineral deposits from accessible parts of the well head and flush the outside surfaces with a half-cup of unscented household bleach in 5 gallons of water.
- Turn off the pump. Remove the cap or the well plug on the rubber seal. There are many types of well caps and plugs. If you have questions, you should contact a licensed well driller. If you have a submersible pump, you may also want to contact a licensed well driller for advice on disinfection procedures.
- Consult the bleach chart and pour the recommended amount of unscented bleach (4 to 6 percent) solution into the well. Try to coat the sides of the casing as you pour. If you get bleach on the pump or wiring, flush it thoroughly with fresh water to prevent later corrosion.

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BLEACH CHART

Well depth in feet	Well diameter in inches		
	2"	4"	6"
20'	1 cup	1 cup	1 cup
30'	1 cup	1 cup	1 cup
40'	1 cup	1 cup	2 cups
50'	1 cup	2 cups	2 cups
60'	1 cup	2 cups	3 cups
80'	1 cup	2 cups	1 quart
100'	1 cup	3 cups	1 quart
150'	2 cups	1 quart	1.5 quarts
200'	3 cups	1.5 quarts	2 quarts

Conversions

8 oz = 1 cup / 16 oz = 1 pint = 2 cups
 24 oz = 3 cups / 32 oz = 1 quart / 48 oz = 1.5 quarts
 64 oz = 2 quarts / 80 oz = 2.5 quarts / 96 oz = 3 quarts

- Re-cap or plug the well opening and wait 30 minutes.
- Turn on and, if needed, re-prime the pump. Open all of the faucets on the system one at a time. Allow the water to run until there is a noticeable smell of bleach. You may also want to flush the toilets. If you have outside faucets, you may want to direct the water away from sensitive plants. If you cannot detect a bleach odor, repeat the disinfecting process.
- Turn off all of the faucets and allow the bleach to remain in the system for at least eight hours.
- Backwash water softeners, sand filters, and iron removal filters with bleach water.
- Again, open all the faucets and run the water until there is no bleach smell—for up to 15 minutes.

After disinfecting your well, the water needs to be tested to verify that it is safe to drink.

Although unscented household bleach is effective against microorganisms, it will not remove chemical contamination that may have gotten into your well. Contact the Florida Department of Health in Volusia County for sampling instructions to get your water tested.

Source: Florida Department of Health in Volusia County

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FLOOD INFORMATION SHEET

Heat exhaustion



As Floridians begin the task of recovery from flooding, health officials ask individuals to be aware of the warning signs of heat exhaustion. Heat exhaustion is a milder form of heat-related illness that can develop after exposure to high temperatures and inadequate or unbalanced replacement of fluids. Those most prone to heat exhaustion are elderly people, people with high blood pressure and people working or exercising in a hot environment.

Warning signs of heat exhaustion vary, but may include the following:

- Heavy sweating
- Paleness
- Muscle cramps
- Tiredness
- Weakness
- Dizziness
- Headache
- Nausea or vomiting
- Fainting
- Skin (may be cool and moist)
- Pulse rate (fast and weak)
- Breathing (fast and shallow)

If heat exhaustion is untreated, it may progress to heat stroke. Seek medical attention immediately if any of the following occurs:

- Symptoms are severe.
- The victim has heart problems or high blood pressure.

Otherwise, help the victim to cool off and seek medical attention if symptoms worsen or last longer than one hour.

What to do if heat exhaustion is suspected:

- Drink cool, nonalcoholic beverages, as directed by your physician
- Rest in an air-conditioned environment
- Take a cool shower, bath or sponge bath
- Wear lightweight clothing
- Prevent sunburn, which damages the skin's ability to dissipate heat by wearing sunscreen of 30 SPF.

Source: Florida Department of Health in Volusia County

www.volusia.org

VOLUSIA COUNTY COUNCIL
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Additional information

Volusia County Citizens Hotline: 866-345-0345
Florida Health Department in Volusia County: 386-274-0500
Florida Emergency Information Line: 800-342-3557
www.volusia.org/emergency
www.doh.state.fl.us
www.FloridaDisaster.org

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Media contacts:

Joanne Magley, Volusia County, 386-561-7185
 Pat Kuehn, Volusia County, 386-748-3989
 Michelle Coats, Volusia County, 386-748-3865

DEBRIS AND TRASH REMOVAL

The most important thing to remember with debris removal is to be patient! Clearing up all of Volusia County after a hurricane or tropical storm is a shared responsibility of Volusia County and its municipalities.

- Guidelines for debris pick-up vary by municipality based on hauler contracts.
- Haulers may be working more than 10 hours a day to meet the demand for their services. Your trash and debris may not be picked up immediately, but if it is properly bundled, it will eventually be removed.
- The first priority in disaster debris collection is for the collection of vegetative debris. Vegetative debris should be cut and stacked at the curb, separate from regular garbage and building debris.
- Subsequent pick-ups may include building debris and other materials. Check with your municipality for specifics.
- The collection of debris may cause temporary road closures on narrow neighborhood streets while heavy equipment is used to remove downed trees. Residents are asked to be patient during these temporary disruptions of traffic flow.
- Damaged and fallen trees on private property are the responsibility of the resident or property owner. Any plantings in public rights-of-way and swale areas are the responsibility of the city or county.
- Place debris piles on the swales, away from mailboxes, trees, power lines, fire hydrants and storm drains.
- If you live in a gated community, your homeowners association or management company will handle debris removal.
- Listen for updates through the local media or other communication channels used in your city or community.

Sorting debris

- Residents can expedite the clean-up process by properly separating debris into:
 - Yard debris
 - Building debris and building contents (fences, roof materials, screens, windows, carpets, etc.)
 - Regular garbage and trash
- Debris should be placed at the curbside, away from fire hydrants, trees, power lines and mailboxes.

Yard debris

Debris pick-up schedules vary by city and unincorporated area. Check news bulletins. Information will be available as schedules are announced. Generally, to clear yards of debris, you should:

- Cut fallen tree limbs into sections of 4 feet or less.
- Stack material neatly at the curbside, separated from garbage.
- Put smaller or loose items (limbs, leaves, etc.) into tightly lidded containers such as garbage cans or clear plastic bags.

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- Bundle piles of smaller branches with twine. Containers or bundles should not weigh more than 50 pounds.

Building debris and building contents

- Besides vegetative debris, there may be piles of broken building materials after a disaster, including roof tiles, broken framework, torn screens (building debris) as well as damaged furniture and carpets (building contents).
- Keep building debris and building contents separate from vegetative material and regular garbage.
- Special collection arrangement may be required or alternate disposal locations designated.

Debris safety guidelines

- Make sure debris does not prevent access to fire hydrants or block storm drains, rights-of-way or pedestrian traffic.
- Keep children away from debris piles. They can be full of broken glass, nails, jagged wood and other sharp items. Debris piles may also contain rodents or bugs, raising the possibility of nasty bites.
- Watch children carefully when heavy equipment is in the area and debris removal operations are taking place. Small children may not be easily seen by equipment operators.
- Move your car from the debris pile area. This will make it easier for the equipment operator to pick up the materials and will reduce the possibility of damage to your vehicle.
- Drive carefully when behind debris-loaded trucks. Materials can easily fly out causing an accident or driving hazard. Leave a safe distance between your car and the truck.
- Keep all open flames and lit cigarettes away from debris piles as they may contain flammable materials.

Additional information

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NEWS FOR IMMEDIATE RELEASE

Media contacts:

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 Michelle Coats, Volusia County, 386-748-3865

CHAINSaw SAFETY

Before the event

- Keep your tools in a state of readiness. Just before hurricane season starts on June 1, examine your chainsaw to make sure it's in proper working condition. A poorly maintained chainsaw is extremely unsafe.
- Keep the chain lubricated. It won't cut efficiently if it isn't lubricated properly. Don't use motor oil to lubricate. Buy bar and chain oil for this task.
- Maintain proper tension on the chain. Check the tension often and never allow it to sag. Improper tension can cause the chain to snap.
- Keep the chain sharpened. Your chainsaw should cut through wood without requiring much downward pressure.
- Check the fuel filter occasionally to make sure small debris has not accumulated and clog the filter. The fuel filter will need to be replaced every two years or so.
- Clean the spark plug occasionally. You can tell when the spark plug needs cleaning when it has black residue on it.
- If you need a replacement chain, buy the correct size and type and install it carefully according to the manufacturer's instructions.
- Make sure you have an adequate supply of fuel for the chainsaw.
- If you have an electric chainsaw, make sure your cord is the proper length and is rated for outdoor use.

After the event

After a severe storm or hurricane, homeowners may be anxious to get outside and begin cleaning up fallen trees and broken tree limbs. If you're using a chainsaw, keep a few safety practices in mind. Remember, a chainsaw operating at full throttle moves at 50 mph!

Do

- Read the owner's manual before operating a chainsaw.
- Keep the cutting area clear of spectators and pets.
- Work with a partner if possible.
- Wear protective clothing – a hard hat, goggles, sturdy shoes, gloves and trim-fitting clothes.
- Note any overhead hazards, including hanging tree limbs and utility lines.
- Be careful with fuel. Fuel the saw at least 10 feet from ignition sources.
- Stay on the ground. Don't cut from a ladder.
- Stand to the side when cutting.
- Cut at full throttle; bring the saw up to speed before starting cuts.
- Keep both hands on the saw handles.
- Let the saw come to a complete stop before reaching for the chain or blade.
- Cut wood only. Don't allow dirt and rocks to touch the chain.

www.volusia.org

JASON P. DAVIS JOYCE M. CUSACK PAT PATTERSON JOSHUA WAGNER DEBORAH DENNIS DOUG DANIEL S PATRICIA MASTREY
 VOLUSIA COUNTY COUNCIL

- Be careful with small branches — unweighted limbs may spring back when cut.
- Adjust the depth gauge setting every time you sharpen the chain.
- Maintain proper chain saw tension. A loose chain can come off the guide bar and strike you.
- Shut off or engage the chain brake whenever the saw is carried more than 50 feet, or across hazardous terrain.

Don't

- Touch a hot muffler.
- Cut above chest height.
- Use the bar for leverage; it's there to guide and support the cutting chain.
- Bury the tip in the wood.
- Push or force the saw. Let the saw do the work. If you find that you have to push, stop and sharpen the chain.
- Refuel a hot saw.
- Drop-start the saw.
- Operate a saw when using alcohol or drugs or when you're fatigued.

Additional information

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NEWS FOR IMMEDIATE RELEASE

Sept. 18, 2013

Media contacts:

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Pat Kuehn, Volusia County, 386-748-3989

Michelle Coats, Volusia County, 386-748-3865

Stefany Strong, Florida Health Department, 386-274-0838

FLOOD INFORMATION SHEET

Safety tips for home repair in flood-damaged areas



As those affected by flooding return to their homes and begin repairs, the Florida Department of Health suggests taking the following safety precautions to prevent personal injury:

- If possible, work in pairs or groups.
- Take short breaks and work during the cooler hours of the day.
- Wear goggles, heavy gloves and steel-toed boots.
- Immediately clean all open wounds and cuts with soap and clean water. Cuts beyond minor scratches may require medical attention.
- Never assume that water-damaged structures are safe; leave immediately if shifting or unusual noises occur.
- Avoid lifting more than 50 pounds of debris or building materials. Two or more people should move bulky objects.
- Avoid heat stroke and heat exhaustion by wearing light-colored, loose-fitting clothing and drinking a glass of fluid every 15 to 20 minutes.
- Only experienced individuals should use chain saws and specialized equipment. When using chain saws or other heavy equipment, wear earplugs.
- To prevent electrocution in wet areas, turn power off at the main breaker.
- Never handle a downed power line.
- Never bring gasoline- or diesel-powered pumps, generators or pressure washers indoors as they release carbon monoxide – a deadly, colorless, odorless gas.
- Set priorities for clean-up tasks and pace the work over several days or weeks.
- Avoid exhaustion by taking frequent rest breaks and resuming a normal sleep schedule as soon as possible.
- Take advantage of disaster relief programs and services in your community.

Source: Florida Department of Health in Volusia County

Additional information

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VOLUSIA COUNTY COUNCIL



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 Michelle Coats, Volusia County, 386-748-3865

CARBON MONOXIDE POISONING

Do you smell something?

When power outages occur after severe weather, using alternative sources of power can cause carbon monoxide to build up in your home and poison your family. Carbon monoxide is a colorless, odorless gas created by burning fuel when using portable generators, gas ranges or burning wood or by running your car.

While hundreds of people die in the United States from accidental carbon monoxide poisoning, this tragedy can be prevented. If you don't have a battery-powered or battery back-up carbon monoxide detector in your home, install one as soon as possible and check it every six months. You should also follow these safety tips:

- Don't run your car inside a garage that is attached to your home, even if the garage door is open to the outside.
- Have your heating system, water heater and other gas, oil or coal burning appliances serviced by a qualified technician each year.
- Never heat your house with a gas oven.

Since you can't see or smell carbon monoxide, it is important to recognize the most common symptoms of carbon monoxide poisoning:

- Headache
- Fatigue
- Shortness of breath
- Nausea
- Dizziness

If you think you are experiencing carbon monoxide poisoning, get fresh air and seek medical attention immediately!

Additional information

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VOLUSIA COUNTY COUNCIL

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AGREEMENT FOR
A COUNTY OF VOLUSIA
MASS TELEPHONE NOTIFICATION SYSTEM

CONTRACT NUMBER 14-P-84TF

Between

COUNTY OF VOLUSIA

And

FIRST CALL NETWORK, INC.
5423 GALERIA DRIVE
BATON ROUGE, LA 70816

County of Volusia
Purchasing & Contracts Division
123 West Indiana Avenue, Suite 302
DeLand, Florida 32720-4608
386-736-5935

AGREEMENT FOR COUNTY OF VOLUSIA MASS TELEPHONE NOTIFICATION SYSTEM

This Agreement made and entered by and between **First Call Network, Inc.**, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 5423 Galeria Drive Baton Rouge, LA 70816 (hereinafter the "Contractor or FirstCall"); and **County of Volusia**, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, FL 32720 (hereinafter "County").

RECITALS

WHEREAS, this Agreement is the result of the solicitation process for the County's Request for Proposals for a County of Volusia Mass Telephone Notification System, RFP 14-P-84TF; and

WHEREAS, the County desires to implement a County of Volusia Mass Telephone Notification System, inclusive of the conversion and/or migration of existing data, as a Contractor Hosted Server Solution; and

WHEREAS, Contractor represented that it can provide a County of Volusia Mass Telephone Notification System, all as provided in this Agreement and the Scope of Services.

NOW, THEREFORE, in consideration of the foregoing recitals which are true, material, and incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Contractor and County, the parties agree and stipulate as follows:

1 DEFINITIONS

- 1.1 For this Agreement and any incorporated SOW (as described in Article 4 - Scope of Services below or future statement of work), certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Agreement shall first be governed by this Agreement, second by future SOW incorporated herein, third by the incorporated SOW (Exhibit A). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Agreement and the Scope of Service, shall have the meanings ascribed to them in Webster's New Collegiate Dictionary (G & C Merriam Co., 11th ed., July 2003, or any subsequent edition).
- 1.2 **Acceptance:** A signed document indicating that a Deliverable meets the Acceptance Criteria specified in the Agreement, or deemed acceptance.
- 1.3 **Acceptance Criteria:** Measure by which a Deliverable or set of Deliverables shall be approved.
- 1.4 **Agreement:** This agreement, including its articles, exhibits, and attachments.
- 1.5 **Amendment:** An amendment to this Agreement in writing by the County, approved

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AGREEMENT FOR
A COUNTY OF VOLUSIA
MASS TELEPHONE NOTIFICATION SYSTEM

CONTRACT NUMBER 14-P-84TF

Between

COUNTY OF VOLUSIA

And

FIRST CALL NETWORK, INC.
5423 GALERIA DRIVE
BATON ROUGE, LA 70816

County of Volusia
Purchasing & Contracts Division
123 West Indiana Avenue, Suite 302
DeLand, Florida 32720-4608
386-736-5935

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AGREEMENT FOR COUNTY OF VOLUSIA MASS TELEPHONE NOTIFICATION SYSTEM

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- 1.3 **Acceptance Criteria:** Measure by which a Deliverable or set of Deliverables shall be approved.
- 1.4 **Agreement:** This agreement, including its articles, exhibits, and attachments.
- 1.5 **Amendment:** An amendment to this Agreement in writing by the County, approved

Contract Number 14-P-84TF

by the Director of Purchasing and Contracts, and signed by the County authorizing an addition, deletion, or revision in the Scope of Services, or an adjustment in this Agreement or a statement of work, Agreement price, or extension of the Agreement.

- 1.6 **ASP:** Application Service Provider. The ASP hosts the application on equipment provided, housed, and maintained by the ASP. The customer provides primary user support, user training, and administration of application security. The customer can configure the application through application-provided menus. The ASP provides operational support including but not limited to: application monitoring, hardware monitoring, hardware repair, management of backups, loading tapes, electrical, and HVAC. The ASP is responsible for database tuning, patches, diagnosis, recovery, and version upgrades as needed. The ASP works directly with the customer on application modifications, diagnosis, recovery, customization, configuration, and how-to questions.

- 1.7 **Change Order:** A written order to the Contractor signed by the County authorizing an addition, deletion, or revision in the SOW, or an adjustment in the Agreement price or time, without change to any other terms or conditions of the Agreement.

- 1.8 **Compensation:** The amount paid by the County to Contractor for services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to the Contractor which includes all services, labor, materials, supplies, training, profit, overhead, costs, expenses (excluding only travel costs and expenses), and any other costs necessary to complete Work under a Project or a SOW.

- 1.9 **Completion Date:** The date that the County or its designated representative approved and accepted all Work or Services for a Scope of Work in this Agreement.

- 1.10 **Confidential Information:** Confidential Information shall be defined as stated in Section 10.

- 1.11 **Confidential Materials:** (i) Materials which are exempt from disclosure pursuant to the laws of the State of Florida, or the United States if the same preempt Florida law, and is also specifically designated in writing as "confidential information" or a "trade secret" by the disclosing party; (ii) materials, including files or data files which contain banking information; and (iii) any other materials or information concerning the other party's business, technology, and/or products that are confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties, including information or materials meeting the definition of "trade secret" set forth in Section 812.081(c) of the Florida Statutes. The term "Confidential Materials" does not include the following:

- 1.11.1 Information already known or independently developed by the receiving party without use of disclosing party's confidential information;
- 1.11.2 Information in the public domain through no wrongful act of the receiving party;

- Contract Number 14-P-84TF
- 1.11.3 Information received by the receiving party from a third party without an obligation to maintain the information confidential;
 - 1.11.4 Information regularly disclosed by the disclosing party to third parties without restriction on disclosure; or
 - 1.11.5 Information required to be disclosed by requirement of law or judicial order, provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that further that the receiving party makes diligent efforts to limit disclosure.
- 1.12 **Contract Administrator:** The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Agreement.
- 1.13 **Contractor:** First Call Network, Inc.
- 1.14 **Contractor Hosted Server Solution:** A solution wherein the application shall be hosted on equipment provided, housed, and maintained by the Contractor. The Contractor assumes all the user support, user training, infrastructure support, security administration, security risks and application expertise. The County can configure the application through application provided menus. The Contractor provides operational support including but not limited to: application monitoring, hardware monitoring, hardware repair, management of backups, loading tapes, electrical, and HVAC. The Contractor is responsible for database tuning, patches, diagnosis, recovery, and version upgrades as needed. The Contractor works directly with the County on application modifications, diagnosis, recovery, customization, configuration, and how-to questions.
- 1.15 **County:** The County of Volusia, Florida, and shall be synonymous with the term "County."
- 1.16 **County Data:** The information inputted by the County into databases of the Licensed Software regardless of the form that it is stored, whether electronically or in paper format. Notwithstanding any other provision in this Agreement, any reports or data (including such data or reports associated a Deliverable) generated by the Licensed Software shall be solely owned by the County and free of any restrictions or encumbrances.
- 1.17 **County Operated Server Environment Solution:** A solution wherein the County shall house the application on County-provided servers and hardware that meets or exceeds the Contractor's Hardware & Software Warranty requirements. For this solution the County provides the server operational support limited to hardware monitoring, hardware repair, loading tapes, electrical, and HVAC and the Contractor is responsible for management of backups, database tuning, patches, diagnosis, recovery, and version upgrades as needed. The Contractor works directly with the County on application modifications, diagnosis, recovery, hardware repair, customization, configuration, and how-to questions.
- 1.18 **County Work Day:** Monday through Friday from 8:00 a.m. to 5:00 p.m. of each week, excluding County Holidays.

Contract Number 14-P-84TF

- 1.19 **Critical Problem:** A problem that prevents the software from operating in a production environment and/or affects the integrity of the data and for which no workaround exists which would enable the software to be used in a production environment and ensure data integrity.
- 1.20 **Day:** Each calendar day or accumulation of calendar days.
- 1.21 **Defect(s):** An incorrect implementation or failure to conform to the Documentation or the System Acceptance Criteria resulting in inadequacy, malfunction, or imperfection.
- 1.22 **Deliverable:** The result(s) or end products or services of a Project or SOW that meet the defined specifications, warranties, and functional parameters articulated in a SOW for this Agreement.
- 1.23 **Documentation:** Such documentation as delivered by Contractor to County and accepted by County prior to System Acceptance of the System relating to the use, function and Support of the System. Such Documentation shall be provided in softcopy and shall include, but not be limited to, the SOW and the Final Acceptance Criteria as set forth in the Agreement. For purposes hereof, Documentation includes the Training/User Guide and other written or electronic material as made generally available by Contractor to its customers relating to the use, function and Support of the System, as may be amended from time to time by Contractor.
- 1.24 **Effective Date:** The date that this Agreement is fully executed by Contractor and the County.
- 1.25 **Enhancements:** Modifications or improvements made by Contractor to the Licensed Software which relate to operating performance but also change the basic function(s) of the Licensed Software.
- 1.26 **Fees:** The applicable license, implementation, conversion, migration, customization, consulting, maintenance, support and services fees payable pursuant to this Agreement.
- 1.27 **Final Project Acceptance:** Shall take place after all Deliverables of the SOW have been accepted.
- 1.28 **Force Majeure Event:** An event described in Section 14.15 hereof.
- 1.29 **Hardware:** The physical components or equipment which make up a computer system including the programs that control the operations of the computer and support the Software. County shall provide all hardware located at County facilities for the System.
- 1.30 **Implementation Fee:** The fee for the Services provided in relation to the implementation or installation of the System and its component parts, as further described in this Agreement and Exhibit B but not limited to services such as including on-site training (e.g., train-the-trainer).
- 1.31 **Interface:** A boundary across which two independent systems meet and act on, or communicate with each other.

Contract Number 14-P-84TF

- 1.32 **Key Personnel:** Contractor's personnel, designated by Contractor, who are responsible for Contractor's day-to-day Project operations as described in the SOW.
- 1.33 **Legacy System:** Existing mass telephone notification system and Software.
- 1.34 **Licensed Software:** Contractor's licensed and other proprietary Software developed by Contractor and required to operate the System, to be provided by Contractor as part of its Services and pursuant to the SOW which includes each computer program or module, application and patent which makes up Contractor's Licensed Software and each copy, translation, Update, Upgrade and release, together with any materials related thereto normally provided by Contractor as part of its Services under this Agreement. Contractor's Licensed Software shall be considered Confidential Information to the extent permitted and subject to Chapter 119, F. S. (Florida Public Records Law).
- 1.35 **Licensed Technology:** Licensed Software and Documentation.
- 1.36 **Maintenance:** Services, including support services, or any activity performed by the Contractor or its subcontractor intended to eliminate faults, to improve or to keep the System in satisfactory working condition, including tests, measurements, adjustments, and changes, modifications, enhancements or repairs, upgrades, and updates including those set forth in the SOW and Exhibit A of this Agreement.
- 1.37 **Milestone:** A significant event, task, or deliverable that occurs during the project, not all of which are, nor shall be, designated on the milestone payment schedule.
- 1.38 **Module:** A component of a system.
- 1.39 **Multi-Tenant:** A SaaS or ASP model in which the application is run in an environment that supports many customers but logically is unique for each customer. This requires an architecture that maximizes the sharing of resources across tenants, but that it is still able to securely differentiate data belonging to different customers.
- 1.40 **Non-critical Problem:** Problems that do not materially affect the operation of the software or the integrity of the data in a production environment.
- 1.41 **Plug-in:** Plug-in is a computer program that interacts with a web browser to provide a certain, usually very specific, function "on demand".
- 1.42 **Power User:** A person that has computer skills that can be described as an advanced or intermediate user and not a beginner. Typically a Power User will have had experience with Database Software Applications in the past.
- 1.43 **Project:** The project that is the referred to in RFP No. 14-P-84TF for the Volusia County Parks, Recreation, and Culture Division Online Registration and Event Management Software System and described in Exhibits A – D of this Agreement.
- 1.44 **Project Manager:** An employee of a party who is assigned to the Project and is responsible for the day-to-day administration and coordination of the Project for the

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party.

- 1.45 **Proposal:** The document submitted by the Contractor in response to a formal solicitation (RFP No. 14-P-84TF) used to determine if the Contractor is highly qualified.
- 1.46 **Real Time:** The actual time during which operations are taking place.
- 1.47 **Recurring Fees:** The annual fees for Maintenance and Support Services that commence after the expiration of the Initial Warranty period and that shall continue to be provided under this Agreement for so long as the County pays the Recurring Fee.
- 1.48 **Release:** All modifications to the software including new functionality, bug fixes, patches, and service pack releases.
- 1.49 **SaaS:** Software-as-a-Service vendor. The application shall be hosted on equipment provided, housed, and maintained by the SaaS vendor. The SaaS vendor assumes all the user support, user training, infrastructure support, security administration, security risks and application expertise. The customer can configure the application through application provided menus. The SaaS vendor provides operational support including but not limited to: application monitoring, hardware monitoring, hardware repair, management of backups, and loading tapes. The SaaS vendor is responsible for database tuning, patches, diagnosis, recovery, and version upgrades as needed. The SaaS vendor works directly with the County on application modifications, diagnosis, recovery, customization, configuration, and how-to questions.
- 1.50 **Services:** Those services defined in a SOW to be performed by the Contractor pursuant to this Agreement and its attached exhibits, including: the work, duties and obligations to be carried out and performed by Contractor under the Agreement and pursuant to Exhibits A – D and the SOW, attached hereto and made a part of this Agreement. Without limiting the foregoing, the Services to be performed by Contractor fall into eight (8) general categories: (i) System implementation, (ii) making the System available to County over the Internet as a Service, (iii) Software programming or modification/ configuration of the Licensed Software to meet County's needs as reflected in this Agreement, (iv) project management, (v) programming agreed upon interfaces, (vi) conversion and/or migration of County's current data, (vii) training of County staff, and (viii) Software maintenance.
- 1.51 **SFTP: (Secure File Transfer Protocol):** The protocol for exchanging files over the Internet in an encrypted format. SFTP is most commonly used to securely download a file from a server using the Internet or to securely upload a file to a server using the Internet.
- 1.52 **Single-Tenant:** A SaaS or ASP model in which the specific application is run in an environment that only supports a single customer.
- 1.53 **Software:** The FirstCall Software Modules (generally known as First Call Network, Inc. Software Modules, and Contractor Software Modules), User Licenses, Web Licenses, and/or Interfaces (collectively Licensed Material) identified in Exhibits A – B and including the following:

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- 1.53.1 Any and all reports and supporting materials provided by FirstCall;
 - 1.53.2 Any additional Licensed Material subsequently purchased by the County; and,
 - 1.53.3 Any Updates and Upgrades which FirstCall makes available to the County during the Maintenance & Support Period or under any subsequent FirstCall software maintenance agreement.
 - 1.54 **Specification:** Technical and/or functional details that provide information on how a requirement shall be addressed by or within an Agency System.
 - 1.55 **State:** State of Florida.
 - 1.56 **Statement of Work and Scope of Services (SOW):** The services/work, herein defined in this Agreement under a statement of work or scope of services (e.g., Exhibit A) that is agreed to by the parties in writing, which includes responsibility for performing and complying with all incidental matters pertaining thereto.
 - 1.57 **Subcontractor:** A person other than a materialman or laborer who enters into an Agreement with a Contractor for the performance of any part of the basic agreement.
 - 1.58 **Sub-subcontractor:** A person other than a materialman or laborer who enters into an Agreement with a subcontractor for the performance of any part of such subcontractor's Agreement.
 - 1.59 **Support:** The type of services identified in the Contractor's Proposal, SOW and Exhibits A – D.
 - 1.60 **System:** The system described in Exhibits A – D which includes the hosted Mass Telephone Notification System in existence at the time of execution of this Agreement operated and managed by Contractor's licensed software including Upgrades, Updates and any modifications made by Contractor after the Effective Date of this Agreement.
 - 1.61 **System Acceptance:** The System, or functional components thereof, as applicable, that have met the Final Acceptance Criteria.
 - 1.62 **System Acceptance Criteria:** The criteria identified in Section 5.5.3, System Acceptance of SOW that shall define the objectives by which the System and its functional components shall be tested.
 - 1.63 **System Administrator:** The individual designated by the County to serve as key points of contact for all requests for service and/or problem reporting for County.
 - 1.64 **Training Materials:** Contractor's education and training materials which shall be provided to the County as part of the Deliverables.
 - 1.65 **Turnkey Solution:** A complete vendor provided solution that is supplied, installed, and purchased in a condition ready for immediate use, occupation, or operation within a specified time frame.

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- 1.66 **Update(s):** The periodic release(s) of the Licensed Software that may contain fixes or incremental enhancements to the Licensed Software and are included in Maintenance and Support Services.
- 1.67 **Upgrade(s):** The periodic releases of the Licensed Software that contain significant enhancements that may include changes necessary to accommodate changes in the capability and functionality.
- 1.68 **Warranty:** The warranty identified in the SOW that are covered by the maximum not-to-exceed compensation for the life of the Agreement.
- 1.69 **Web Based:** Web based is access to the proposed solution through Microsoft's Internet Explorer web browser with no client software, other than Plug-ins
- 1.70 **Work:** Any and all obligations, Services, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Agreement, including the furnishing of all labor, materials, equipment and other incident.

2 EXHIBITS

- 2.1 The exhibits listed below are incorporated into and made a part of this Agreement.

2.1.1	Exhibit A	Statement of Work and Scope of Services (SOW),
2.1.2	Exhibit A-1	SOW Supplemental
2.1.2.1	Exhibit A-1.1	- Functional Requirements Matrix
2.1.2.2	Exhibit A-1.2	- Technical Requirements Matrix
2.1.2.2	Exhibit A-1.3	- Technical Requirements Form
2.1.2.3	Exhibit A-1.4	- Data Conversion
2.1.2.4	Exhibit A-1.5	- Maintenance and Support
2.1.2.5	Exhibit A-1.6	- Resources to be provided by the County
2.1.2.6	Exhibit A-1.7	- Project Understanding
2.1.2.7	Exhibit A-1.8	- Conceptual Plan
2.1.2.8	Exhibit A-1.9	- Additional Product Information
2.1.3	Exhibit B	Price Schedule
2.1.4	Exhibit C	County Technical Infrastructure Standards
2.1.5	Exhibit D	County Computing Security Procedures dated 2011

3 ORDER OF PRECEDENCE

- 3.1 If Contractor finds a conflict, error or discrepancy in the Agreement, it shall call it to the County Project Manager's attention, in writing and request the County Project Manager's interpretation and direction before proceeding with the Work affected thereby. Such notice shall be provided by the Contractor to the County's Project Manager in a timely fashion so as not to cause additional costs due to delay.
 - 3.1.1 In the event of any conflicts or inconsistencies between provisions of the exhibits or attachments to this Agreement, the following order of precedence shall govern:
 -

- 3.1.1.1 First: The terms and conditions in the main body of this Agreement.
- 3.1.1.2 Second: Exhibit A – SOW and Exhibit A-1 – SOW Supplemental
- 3.1.1.3 Third: Exhibit B – Price Schedule
- 3.1.1.4 Forth: Exhibit C – County Technical Infrastructure Standards
- 3.1.1.5 Fifth: Exhibit D – County Computing Security Procedures 2011
- 3.1.1.5.1 Contractor agrees to County Computing Security Procedures 2011 by execution of this Agreement.

- 3.1.2 In the event of conflicts or inconsistencies between the System Acceptance Criteria, Agreement, the System Acceptance Criteria established by the County and Contractor during the performance of this Agreement shall be controlling.

4 SCOPE OF SERVICES

- 4.1 Contractor shall perform all Work or Services identified in this Agreement and its attached exhibits, attached hereto and made a part of this Agreement.

- 4.2 During the term of this Agreement, Contractor shall fully cooperate with County to enable the County to comply with applicable Florida and federal statutes that prescribe requirements for the security, distribution and release, filing, submission and reporting of information relating to the Work or Services and provided to local, state, and federal agencies. County shall notify Contractor in writing of any additional requirements pursuant to change order (see Section 5.4 of the Agreement.) Without limiting the foregoing, Contractor shall enable the County to comply with the requirements of the Florida and Federal statutes prescribing requirements for the security, distribution and release, filing, submission and reporting of information.

- 4.3 **License.** Contractor, upon the payment of the FirstCall License Fee grants County, its agencies and third party users a perpetual, nonexclusive license to access or use Contractor's current generally-released version of the Licensed Software (including hosting applications, equipment and computer networks) and any updates thereto covered through maintenance services to access and use the System that shall be serviced, maintained and web hosted by Contractor under this Agreement. Such access will be obtained via Internet connection, and shall be subject to security restrictions designed to limit access to County and its designated employees and representatives. No license to install the Licensed Software is granted, intended, or implied by this Agreement.

- 4.3.1 Contractor gives County its assurance that all Work or Services performed under this Agreement shall be performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Agreement Documents and of any inspections (if applicable), tests (if applicable) or approvals required under the Agreement Documents..

- 4.3.2 County shall only use Licensed Software for internal business requirements, or for performing administrative functions pertaining thereto, and for no other purpose. County, and its employees or agents, are strictly prohibited from

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using Licensed Software for any other purpose, including, without limitation, the provision of management or other services to other non-County facilities, whether as a consultant, management firm, value added reseller, or in any capacity whatsoever. In the event County shall breach the terms of this subparagraph, Contractor may terminate this Agreement and pursue any remedies available to it in law and equity.

- 4.3.3 This license includes any persons or entities which County may contract to operate the System on behalf of County, to the extent such are not competitors of Contractor (and are subject to the licensing and confidentiality restrictions herein). County shall provide advance written notice of the use of such consultants or contracted persons or entities. Contractor shall determine if such a person or entity is a competitor within five (5) days of Contractor's receipt of such notice from County, provided Contractor shall not unreasonably withhold approval. To the extent a sublicense is necessary in connection with making any component of the System available to County, Contractor also shall provide for sublicenses to County to enable County to fully utilize the System in accordance with this Agreement.

- 4.4 **Training.** FirstCall will provide all necessary training for the Software. Admin Setup Training will be performed On-Line and then End User Training will be performed On-Line unless On-Site Training (along with Travel Expenses) was agreed upon.

- 4.5 **Hosting Services.** The Contractor shall provide the hosting services as defined and in accordance with the SOW. Hosting services are provided for the specified users as provided by County. Any sharing of Hosting Login IDs by County personnel or other County representatives is specifically prohibited under this Agreement unless it is in accordance with Exhibit D - County Computing Security Procedures 2011 revised 2011-09-27 to "ensure that access to Computing Resources can be gained in the event of the loss of an employee. This may require managers to keep employee passwords stored in a safe and secure holding area."

- 4.5.1 All hardware, software, communications and other products located at the hosting site are the sole property of FirstCall or its licensors, and the County shall gain no right, title or interest in these products by virtue of this Agreement other than the non-exclusive right of use granted herein.

- 4.5.2 Any software modifications or enhancements performed by FirstCall specifically on behalf of the County, whether paid for by the County or not, remain the property of FirstCall and may at FirstCall sole discretion be incorporated into or withheld from the software generally made available to FirstCall's other clients. Any Software modifications or enhancements performed by FirstCall specifically on behalf of the County, whether paid for by the County or not will be carried forward into new releases and versions.

- 4.6 **Maintenance.** After the first payment of the Annual Hosting and Maintenance & Support Fees, and for so long as County continues to pay the annual Recurring Fee as adjusted annually, Contractor agrees to provide Maintenance and Support Services identified in the Agreement, and Exhibits, including maintenance and

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support services by Contractor to the County regarding the licenses for the FirstCall Software Modules (generally known as First Call Network, Inc. Software Modules and Contractor Software Modules), User Licenses, Web Licenses, and/or Interfaces (collectively Licensed Material) purchased by the County hereunder.

- 4.6.1 Unless otherwise agreed by the parties, Contractor support and maintenance will be provided in compliance with the SOW, as of the last date of this Agreement.
- 4.7 Contractor represents that all persons delivering the Services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services set forth in the SOW, and to provide and perform such Services to County's satisfaction for the agreed compensation. Contractor shall render all Services under this Agreement in a professional manner. Contractor agrees to perform all Work or Services in the most expeditious and economical manner consistent with the standard of care applicable to a contractor with the degree of skills and diligence normally employed by a professional in its field, performing the same or similar services. Contractor shall perform its duties, obligations, and Work under this Agreement in a skillful and competent and workmanlike manner.
- 4.8 **Service Guarantee:** In the event that FirstCall fails materially to respond in accordance with the SOW service levels, the end time of the maintenance period set forth in Section 4.6 above shall be extended at no cost to the County by seven (7) calendar days for each such failure occurrence, provided that the County has provided FirstCall with written notice of the failure within ten (10) business days of the failure.
- 4.8.1 In the case of Priority 1: Critical Issues, the ten (10) day period for providing FirstCall notice of a service failure shall not begin until FirstCall has provided the County with a correction, patch, or workaround and the County has had a reasonable opportunity to evaluate its effectiveness.
- 4.8.2 The above remedies are the County's exclusive remedies for any failure to meet the maintenance service levels as described in the FirstCall Service Level Agreement.
- 4.9 Alterations by the County: If the County arranges to modify data in the database by means other than technology provided by FirstCall, any troubleshooting, maintenance and support work requested by the County and resulting from such modifications, will be chargeable to the County at FirstCall's standard service rates.
- 4.10 **Warranty.** The System for the term of this Agreement and any renewals thereto is warranted by Contractor to provide the functions, features and capabilities specified and described in the Agreement. Contractor further warrants and represents that the System and its software components shall operate together as a whole to perform the functions in the manner specified and delineated in the Agreement; and that no other County hardware except hardware provided by County under this Agreement or Licensed Software is required to be purchased or installed by County to host the

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System. County shall be responsible for acquiring and maintaining its own personal computers necessary to access the System. Contractor warrants that the System shall fully operate with the versions of Microsoft's Internet Explorer 8.x or greater. Contractor expressly warrants that each module of the System shall be free from reproducible Defects that cause the System to fail to conform to the operational and performance specifications as set forth in the Agreement. Contractor makes the foregoing warranty for the System for a period of one (1) year after System Acceptance by County and under any maintenance and support agreement covered in this Agreement or incorporated into this Agreement for so long as County pay the annual Recurring Fee.

Contractor does not warrant that the operation of Licensed Software and its updates will be uninterrupted or error free.

ANY WARRANTIES PROVIDED HEREUNDER SHALL BE VOID IF FAILURE OF THE LICENSED SOFTWARE HAS RESULTED FROM AN ACT OF GOD, ABUSE, OR MISUSE BY THE COUNTY.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED. CONTRACTOR DISCLAIMS ANY EXPRESS, STATUTORY, OR IMPLIED WARRANTIES.

- 4.11 Contractor also warrants that the System is free from viruses and/or malicious software which would prevent the System from being operated as described and set forth in the Agreement Documents.

- 4.12 **Ownership of County Data.** County is the owner of its data, data compilations and reports or compilations of its data generated from use of the Licensed Software ("County Data"). Notwithstanding anything to the contrary contained in this Agreement, the County shall have the right to use the Contractor's Licensed Software to access and have unfettered use of such data, reports, compilations, or information derived from or resulting from the use of the Licensed Software and/or to generate reports from such data, files or information. Contractor acknowledges and agrees that the County is the owner and custodian of said data, compilations and information whether or not such is electronically retained and regardless of the retention media and that the use of the Licensed Software in relation to such information or data does not in any way restrict County in the County's rights of disclosure of its data and information.

- 4.13 **Data Backup.** FirstCall will work with the County to establish data backup schedule and scope to support successful recovery from hardware or software failures. FirstCall will be responsible for execution, monitoring, and storage of backups. FirstCall will be responsible for working with the County in the restoration of any backups.

- 4.14 **Transition Services.** If this Agreement expires or is earlier terminated, the Contractor shall provide Transition Support Services to the County and develop a transition plan (the "Transition Plan") in the form of an Amendment or Change Order to this Agreement to be signed by the County and the Contractor. Contractor's time will be limited to Support Services needed to produce required materials and to respond to questions regarding the System to be transitioned to another Contractor.

Examples of Support Services include but are not limited to delivering via electronic media, accurate copies of any data that is requested and necessary to perform the services. The Contractor shall cooperate with County to develop and implement an orderly transition plan and Contractor shall continue to provide services to County until the Transition Plan is completed to the satisfaction of the County. Materials include but are not limited to assistance including all documentation so Contractor can provide the Transition Support Services to County or another Contractor. However, in no event shall Contractor be obligated to disclose any proprietary information or trade secrets to any competitor of Contractor.

- 4.14.1 If this Agreement is earlier terminated by the Contractor, other than for default by the County, then Contractor shall provide Transition Support Services at no cost to the County. If this Agreement expires or is earlier terminated by the County, then Contractor shall provide Transition Support Services upon terms mutually agreed upon by the parties.

- 4.15 **Ownership of County Intellectual Property.** Contractor agrees that all domain names registrations, SSL certificates, personal name SLDs, e-mail addresses, other registrations, and trade names or trademarks that County owns prior to or acquires under this Agreement, whether purchased by the County or by Contractor for the specific benefit of the County under this Agreement shall be owned by the County with all rights of title, interest, and possession. As such, Contractor agrees that County shall have immediate and unfettered access to and the use and benefit of County's domain name registrations, SSL certificates, Personal name SLDs, and trade names or trademarks at any time, including upon the termination of this Agreement by either party. Contractor further agrees that County's domain names, SSL certificates, personal name SLDs, trade names or trademarks shall not be used by Contractor or its subcontractors unlawfully or allow unauthorized access to County's data in County systems or networks.

- 4.16 **Data Extraction.** Upon any termination or expiration of this Agreement, Contractor agrees to deliver or allow access immediately without delay or interruption of the Services, to the County, at County's request, County data in a data structure and schema readable by County such as SQL, including data necessary for transitioning purposes.

- 4.17 **Separation of Data.** If required under this Agreement or any subsequent statement of work or scope of services, Contractor agrees that data collected or created pursuant to this Agreement shall be separated or segregated from other records or other Contractor client or business data holdings such that the data is maintained by logical separation of data (e.g., record or user ID); or by a combination of both physical and logical separation mediums. Any database established for the County must be logically independent from all other Contractor client databases, directly or indirectly, and located in the United States. All aspects of data processing must be conducted in the United States.

- 4.18 Prior to the termination of the Agreement, Contractor's technical staff familiar with the Contractor's applications and the data structure shall work with County assigned programmers in the creation of data conversion and/or migration maps or equivalent to be used to convert the data from the Contractor's application databases to the application database selected by County as a replacement. Such assistance shall be

provided at Contractor's hourly rates (unless otherwise described in the Agreement), provided that the foregoing shall not require Contractor to disclose any confidential information, such as database schema.

- 4.18.1 Upon notification to Contractor that County is ready to convert to a replacement system, Contractor shall transfer County's data in a format as may be mutually agreed to by County and Contractor, and then cease to host the application.

- 4.19 **Documentation:** Contractor agrees to provide County with all Documentation in electronic format, and hereby grants County permission to copy or reproduce, in whatever form, electronic, machine readable, hard copy or otherwise, any documentation supplied by it to County, including material related to subsequent Releases for County internal use only.

- 4.20 **Revised Documentation:** Contractor agrees to provide County with revised, modified, and/or updated documentation that reflects the enhancements/changes/modifications to the System.

- 4.21 All Deliverables, excluding County Data as defined in Section 1.15, including the Licensed Software are proprietary to Contractor. Title to, and ownership of, Deliverables, excluding County Data as defined in Section 1.15, including but not limited to the Licensed Software, and related documentation shall at all times remain with Contractor. Title to third party software used in connection with the Deliverables, if any, resides with the vendor of each software package.

5 COMPENSATION AND METHOD OF PAYMENT

- 5.1 **Maximum Not-To-Exceed Compensation: Implementation Fee; One (1) Year Warranty; Maintenance and Software Support License Fee(s), and Hosting Fee(s).** As of the Effective Date of this Agreement, the maximum not-to-exceed compensation for the Implementation Fee is Twenty-Seven Thousand Two Hundred Fifty Dollars (\$27,250.00) inclusive of Software, implementation services, data conversion and/or migration, interface/integration services, training, hosting services, and the initial one (1) year warranty. The maximum not-to-exceed Compensation for Recurring Fees shall be the fees as set forth in Exhibit B. The Non-recurring Fees and Recurring Fees shall only be amended or modified by Amendment or Change Order of this Agreement.

- 5.1.1 **Additional Minutes or Text Messages.** Rates for minutes or text messages beyond the SOW and the maximum not-to-exceed compensation shall be in accordance with Exhibit B – Price Schedule and shall be subject to mutual written agreement by the parties. County written agreement may be granted with the issuance of an approved Purchase Order or Delivery Order, a County document similar to a Purchase Order authorizing payment for services and goods. ***No Change Order to the Contract is necessary for additional minutes or text messages beyond the SOW.***

- 5.2 Subject to any changes approved pursuant to Section 5.4, it is acknowledged and agreed by Contractor that the Implementation Fee and Recurring Fee(s) set forth in Section 5.1 is the maximum compensation payable and constitutes a limitation upon

County's obligation to compensate Contractor. The maximum amounts, however, do not constitute a limitation of any sort, upon Contractor's obligation to perform all Services and complete all items of Work required by or which can be reasonably inferred from this Agreement. Contractor shall provide County with a project work plan stipulating the total number of hours to be performed on each project task following the initial discovery. As part of the project work plan, the parties shall mutually define the Final Acceptance Criteria for the project.

- 5.3 The compensation set forth in Section 5.1 include any and all of Contractor's overhead, operating costs, outlays, profit, and associated out-of-pocket costs including, but not limited to photocopying, long distance telephone, special mailings and the like. Contractor shall also bear all of its own expenses arising from its performance of the obligations under this Agreement and the SOW including (without limitation) expenses for facilities, work spaces, utilities, management, clerical and reproduction services, supplies, and the like. The foregoing shall not be construed to mean that Contractor did not include as a factor such fees set forth in Exhibit B. The prices and costs stated for Deliverables exclude all taxes.

- 5.3.1 The above mentioned compensation includes travel, as applicable, and training material expenses as referenced in Exhibit B. All travel will be subject to the Volusia County Travel and Training Policy as set forth in the County's web site; <http://www.volusia.org/services/financial-and-administrative-services/purchasing/>

- 5.4 **Amendment/Change Orders.** Either party may propose changes to the Scope of Services or time schedule of the Services under the statement of Work. Requests for changes shall be submitted to the other party in writing **before commencement of any additional Work or Services, with the exception of additional minutes and text messages**, for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented in one or more Amendments or Change Orders. If despite good faith negotiations the parties are unable to agree to the terms the parties shall follow the dispute resolution process provided under Article 11 – Dispute Resolution. Performance of Work by Contractor outside the originally anticipated level of effort without an approved and fully executed Change Order by County and Contractor shall be at Contractor's sole risk and County shall not be liable for such work unless otherwise agreed to by the County in writing.

- 5.4.1 **Additions, Deletions, or Revisions by County.** The County, without invalidating this Agreement, may order extra work or make changes by altering, adding to, or deducting from the work, the Agreement sum being adjusted accordingly if agreed upon in writing by both parties. Upon receipt of a change order, Contractor shall proceed with the work involved. All such work shall be executed under the conditions of the original Agreement except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. If any change order causes an increase or decrease in the Agreement price or an extension or shortening of the Agreement time, both parties must agree to such change in writing. The

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Agreement price and time may be changed only through a Change Order or Amendment.

5.5 Method of Billing and Payment.

5.5.1 County shall pay for the Services as listed in Exhibit A – SOW, (including Maintenance and Support Services) to be performed under this Agreement as follows.

5.5.1.1 An invoice for the products (License Fees) and Implementation Fee may be submitted upon issuance of the County's purchase order in the amount of Thirteen Thousand, Six Hundred Twenty-Five Dollars (\$13,625.00).

5.5.1.2 An invoice shall be submitted in the amount of Thirteen Thousand, Six Hundred Twenty-Five Dollars (\$13,625.00) for the products (License Fees) and Implementation Fee upon System Acceptance by the County.

5.5.1.4 Year 2 Fees: A Recurring Maximum Not-to-Exceed Annual Maintenance Fee of Twenty-Seven Thousand Two Hundred Fifty Dollars (\$27,250.00) in year two (2) covering the Annual License(s), Maintenance & Hosting costs, includes a minimum of ten (10) concurrent license users and twenty (40) named users, shall be billed annually. Recurring Fee(s) may be prorated to correspond to the County's fiscal year. Contractor shall submit an invoice for the Annual Maintenance & Hosting Fee to the County's designated contact no less than 30 days prior to the annual renewal date.

5.5.1.5 Year 3 and beyond Fees: A Recurring Maximum Not-to-Exceed Annual Maintenance Fee of Twenty-Three Thousand Two Hundred Fifty Dollars (\$23,250.00) in year three (3) and all other subsequent Agreement renewal years, covering the Annual License(s), Maintenance & Hosting costs, includes a minimum of ten (10) concurrent license users and twenty (40) named users, shall be billed annually. Recurring Fee(s) may be prorated to correspond to the County's fiscal year. Contractor shall submit an invoice for the Annual Maintenance & Hosting Fee to the County's designated contact no less than 30 days prior to the annual renewal date.

5.5.1.6 Contractor acknowledges that County is a tax exempt entity and County agrees to provide Contractor with written proof of such status, if requested. As such, County shall not be responsible for paying taxes.

5.5.2 County shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice of services, subject to the Florida Prompt Payment Act and pursuant to Section 5.5.1. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator. Payment may be withheld for disputed amounts until resolved by the parties.

5.5.2.1

County shall pay Contractor in accordance with Section 5.5.1 and Exhibit B. Contractor shall notify County in writing when the System is completed and ready for testing and review by County. For purposes of this notification to County and this section only, written notice may be also provided by email. In the event County terminates this Agreement in accordance with Article 9, Contractor shall be paid as provided therein. Subject to Section 5.5.3 below, the System Acceptance testing phase shall be conducted in accordance with the SOW.

5.5.3

Contractor agrees that the System as a whole shall be inspected and tested by County. System Acceptance shall be evidenced by (i) a written acknowledgement by the County Project Manager to Contractor that the System meets all System Acceptance Criteria.

5.5.4

The parties acknowledge that Exhibit A may not delineate every detail and minor work task required to be performed by Contractor to complete its Services and provide the Deliverables and the System. If, during the course of the performance of the Services, Contractor and County determine that additional work should be performed to complete the System which, in Contractor's opinion, is outside the level of effort originally anticipated in Exhibit A, whether or not Exhibit A identifies the work items, Contractor shall notify the Contract Administrator in writing in a timely manner, with such notification being made pursuant to Section 5.4 and serving as Contractor's request for a Change Order. If Contractor proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in Exhibit A. Notice for such additional work that is inconsistent with Section 5.4 to the Contract Administrator by Contractor shall not constitute authorization or approval by County to perform said work. Accordingly, performance of work by Contractor outside the originally anticipated level of effort without prior written County approval is at Contractor's sole risk and County shall not be liable for payment of said additional work.

5.5.4.1

In the event a dispute between the Contract Administrator and Contractor arises over whether requested services constitute additional work or services or is outside the level of effort originally anticipated in Exhibit A and such dispute cannot be resolved by the Contract Administrator and Contractor, such dispute shall be submitted to the process prescribed in Article 11 – Dispute Resolution.

5.5.5

County's Purchasing and Contracts Director or such other proper authority pursuant to County policies and procedures shall have the authority to approve, award, and execute all documents or other instruments required to effectuate changes, modifications, or additional service contemplated by Sections 5.4, 5.5.2, 5.5.3, and 5.5.4 above, so long as the then cumulative financial obligation of County for such additional items does not exceed the Director of Purchasing and Contracts' authority under the County Code of Ordinances or policies and procedures. Any change, modification or additional service that causes the cumulative financial obligation of County for

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such additional items to exceed the Purchasing Director's authority under the Procurement Code shall be presented to the Volusia County Council for approval.

- 5.6 Contractor shall pay its Subcontractors and suppliers, within thirty (30) days following receipt of payment from the County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from such subcontractors or suppliers, that it shall release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from County.

6 TERM OF AGREEMENT AND NOTICE TO PROCEED

- 6.1 **Term of Agreement.** The term of this Agreement shall begin on the date it is fully executed by both parties (the Effective Date) and shall expire three (3) years after System Acceptance. After the first three (3) years following System Acceptance, this Agreement may be renewed by County for two (2) successive one (1)-year terms, or upon mutual agreement.

- 6.1.1 All Change Orders issued under this Agreement shall terminate at the expiration of the term of the Change Order, unless amended in writing by the parties, or the term of this Agreement, except if a Change Order issued before the expiration of this Agreement cannot be completed until after the expiration of this Agreement, then this Agreement shall expire on the Completion Date of said Change Order, including any amendments thereto, and after all Work or Services under the Change Order have been approved and accepted by County's Project Manager. As Such, the obligations entered therein by both parties under this Agreement and said Change Order shall remain in full force and effect until completion of all Work or Services performed under this Agreement and/or the Change Order.

- 6.2 **Notice to Proceed.** "Notice to Proceed" means written notice (including a Purchase Order) issued by the Contract Administrator authorizing Contractor to proceed with providing the Deliverables and Services pursuant to this Agreement. Prior to beginning the performance of any Services, Contractor must receive a Notice to Proceed from the Contract Administrator. Prior to the execution of this Agreement, Contractor shall provide County with a properly completed insurance certificate, the completion of and submittal of which is considered a condition precedent to the execution of this Agreement. County shall issue the Notice to Proceed no later than five (5) County business days after County's receipt and approval of the insurance certificate and the date that County executes this Agreement.

- 6.3 Completion of System Timetable.

- 6.3.1 **Completion Timetable.** The installation or implementation phase of the Project shall not exceed thirty (30) days, or such other time frame mutually agreed upon by the Parties.

- 6.3.2 Contractor shall not be responsible for any delay resulting from acts or omissions due to a Force Majeure Event described in Section 14.15; or County's failure to perform testing because of a Force Majeure Event or its

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proximate fault, to provide information or materials requested by Contractor that are necessary for making the System ready for System Acceptance; or any material delay caused by County preventing Contractor for making the System ready for System Acceptance.

7 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY.

7.1 **Indemnification.** The Contractor shall indemnify, defend and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement provided that the claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor, except the Contractor will not be required to indemnify and hold the County harmless if such claim, damage, loss and expense is primarily the result of the negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

7.2 Infringement Claim.

7.2.1 For all Licensed Software or derivative works of the Licensed Software used by County under this Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's Licensed Software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law.

Contractor's indemnification obligations under this Article 7.2.1 are subject to County or the indemnified party giving Contractor (a) prompt written notice of any Indemnifiable Claim; (b) reasonable assistance in Contractor's defense of the Indemnifiable Claim; and (c) sole authority to defend or settle the Indemnifiable Claim, provided that County or the indemnified party shall have the right to approve any settlement of an indemnifiable claim to the extent such settlement imposes any obligations on County or the indemnified party. County, or the indemnified party, may retain its own legal counsel at its own expense to monitor such litigation

7.2.2 In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; (iii) to modify such infringing product or service to make it non-infringing; or (iv) if the preceding options are not commercially reasonable, to remove the infringing material and refund any fees which the County may have paid for it. Contractor shall have no obligation under this Article if the Infringement Claim is based upon the use of the System in combination with other hardware or software applications not furnished by

Contractor, or if such a claim arises from County's modification of the System without the authorization of Contractor.

7.3 **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 of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability of the County beyond any statutory limited waiver of 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 the County for damages regardless of the number or nature of claims in tort, equity or Agreement shall not exceed the dollar amount set by the 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.

7.4 If County should become entitled to claim damages against the Contractor for breach of Agreement arising from this Agreement, Contractor shall be liable for direct, incidental, indirect, special, and consequential damages; provided Contractor's maximum liability for any damages, regardless of form of action, shall in no event exceed the license fees actually paid to Contractor for the relevant software giving rise to the liability, or in the case of professional services, the amount of fees paid for the relevant services giving rise to the liability. Contractor's maximum liability for damages related to maintenance or hosting services shall be limited to the maintenance or hosting fees actually paid to FirstCall for the relevant maintenance services giving rise to the liability for the most recent annual term.

7.5 In no event shall the County be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the County knew or should have known about the possibility of such damages for any provision of this Agreement.

8 **INSURANCE**

8.1 Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of this Agreement the following types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County:

<u>SCHEDULE</u>	<u>LIMITS</u>
Workers' Compensation	Florida Statutory Coverage
Commercial General Liability	\$2,000,000. General Aggregate \$2,000,000. Products/Comp. Ops Aggregate
Products-Completed Operation	\$1,000,000. Personal/Advertising Injury \$1,000,000. Each Occurrence

(The County of Volusia shall be named as an additional insured under all of the above Commercial General Liability coverage.)

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Auto Liability
Autos, hired or non-owned
\$500,000. CSL

NOTE: Auto Liability is required if Contractor comes on site.

Computer Software and Services Errors or Omissions \$1,000,000.

- 8.1.1 Minimum underlying coverages shall include Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability. (Umbrella liability limit will not be required to be carried by subcontractors.)

(If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement).

- 8.1.2 Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. Evidence of such coverage should clearly demonstrate the underlying coverages/policies that are included.

- 8.1.3 Workers' Compensation Insurance. Workers' Compensation insurance is required for all employees of the Contractor, excluding corporate officers, employed or hired to perform or provide Work or Services under this Agreement or that is in any way connected with Work or Services performed under this Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount shown above per occurrence.

- 8.1.3.1 Contractor and its Subcontractors, or any associated or subsidiary company doing Work on County property or under this Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

- 8.1.4 Commercial General Liability Insurance. Commercial General Liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad

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form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from Work or Services performed under this Agreement. Public liability coverage shall include either blanket contractual insurance or a designated Agreement contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in this Agreement. The commercial general liability policy shall be endorsed to include the County as an additional insured. The commercial general liability policy shall provide exclusive coverage for the location or project site where the Work or Services are to be performed under this Agreement. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.

8.1.5

Motor Vehicle Liability. The Contractor shall secure and maintain during the term of this Agreement, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.

8.1.6

Computer, Software and Services, Errors or Omissions Liability. The Contractor shall ensure that it secures and maintains, during the term of this Contract, Computer Software and Services Errors or Omissions Liability insurance with limits of no less than the amount shown above contemplated by this Contract. Such policy shall cover all the Contractor's or its Subcontractor's computer software and services errors or omissions liabilities whether occasioned by the Contractor or its Subcontractors, or their agents or employees.

8.1.6.1

If the Contractor fails to secure and maintain the liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

8.1.6.2

The Contractor must maintain a retroactive date prior to or equal to the effective date of this Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event a Subcontractor's policy is canceled, not renewed, switched to occurrence form, or any other event which requires a purchase of SERP to cover a gap in insurance for claims which may arise under or related to this

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Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require have the Subcontractor's carrier immediately inform the Contractor, and the County of Volusia's Risk Management Division and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under this Agreement.

- 8.1.7 Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

8.2 Insurance Requirements

8.2.1 General Insurance Requirements:

- 8.2.1.1 All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

- 8.2.1.2 Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Contractor or its Subcontractors for the entire term of this Agreement and for such longer periods of time as may be required under other clauses of this Agreement.

- 8.2.1.3 Waiver of Subrogation. Intentionally omitted.

- 8.2.1.4 County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or Services on behalf of the Contractor or for the Contractor's benefit under this Agreement.

- 8.2.1.5 Cancellation Notices. During the term of this Agreement, Contractor shall be responsible for promptly advising and providing the County's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation under this Agreement within thirty (30) calendar days of receipt of such notice or change.

- 8.2.1.6 For any on-site Work performed by or on behalf of Contractor on County property, the County shall be named as an additional insured or additional named insured subject to review and determination by County's Risk Manager on all policies required under this Agreement.

- 8.2.1.7 Deductibles. For purposes of this Agreement, Contractor shall not obtain an insurance policy with a deductible or self-insurance provision. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible which will be in effect during the term of this Agreement at no additional cost to the County.

8.3 Proof of Insurance

8.3.1 The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

8.3.2 The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of this Agreement and the Contractor shall not commence Work or provide any Service until the Contractor has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the County. This Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of this Agreement proof of any insurance required hereunder is not provided to the County or fails to maintain the insurance required under this Agreement during the term of this Agreement.

8.3.3 All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Article. No Work or Services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of this Agreement until all required proof or evidence of insurance has been provided to the County. This Contractor may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

8.3.4 The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of this Agreement. In the event such insurance lapses, the County expressly reserve the right to renew the insurance policies at the Contractor's expense or terminate this Agreement but County has no obligation to renew any policies.

8.4 The provisions of this Article shall survive the cancellation or termination of this Agreement.

9 TERMINATION

9.1 This Agreement may be terminated by (a) either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the nonbreaching party.

9.2 County may terminate this Agreement for convenience or non-appropriation upon at least thirty (30) calendar days' prior written notice to Contractor.

9.3 After Contractor's receipt of a notice of termination pursuant to 9.1 above (or to the extent Contractor has not cured a material breach within thirty (30) days notice from County), and except as otherwise directed by the County, the Contractor shall:

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- 9.3.1 Stop work under the Agreement or applicable statement of work on the date specified in the notice of termination.
- 9.3.2 Place no further orders or subcontracts for materials, services or facilities.
- 9.3.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work or Services terminated by the Notice of Termination.
- 9.3.4 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of this Article 9.
- 9.4 After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall include without limitation all amounts due for Work or Services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination) in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- 9.5 **Non-Appropriation.** This Agreement may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in Article 5 – Compensation and Method of Payment.
- 9.6 In the event that this Agreement is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with terms of Article 9. Contractor shall be paid (a) to the date of termination on a prorated basis for any task and Deliverable designated for payment on the Payment Milestone Schedule that was started but not completed and (b) for any work or Deliverable that has been completed but not yet been paid. County's obligation to pay Contractor under this Section and this Agreement is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of this Agreement. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.
- 9.7 Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of this Agreement which is not specifically authorized in the Notice of Termination.
- 9.8 If termination of this Agreement occurs for any reason:
- 9.8.1 Except as otherwise provided in this Agreement, each party shall return to the other party, or destroy, all confidential information in its possession and shall

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certify the destruction or return of said information in a written document signed by the duly authorized representative that all such information has been destroyed or returned, provided that the receiving party shall be permitted to retain an archival copy of any such confidential information (provided in continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the Service performed hereunder.

- 9.8.2 For all undisputed outstanding invoices submitted to the County for Work completed or Deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days, subject to Article 5 - Compensation and Method of Payment. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in Article 11 hereof.

- 9.9 In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the Notice of Termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of Third Party Products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

- 9.10 In the event Contractor is unable to deliver the System in a manner that enables the System and all of its functional components to pass Final Acceptance testing, County shall have the right to terminate the Agreement and have the right to receive from Contractor a refund of the Implementation Fee actually received by the Contractor through the date of such termination. In the event County deems Contractor has not met the Final Acceptance Testing Criteria, County shall notify Contractor in writing with those specific criteria Contractor has failed to satisfy. Contractor shall have sixty (60) days to satisfy the requirements, or such longer time as the parties mutually agree.

10 CONFIDENTIAL INFORMATION

- 10.1 Both parties hereby acknowledge that each may be exposed to confidential and proprietary information of the other and providers of software and confidential and proprietary information, business information, and information that may be exempted from disclosure or prevented from being disclosed by reason of law. If Contractor intends to designate certain information provided to County as Confidential, then such information must be expressly identified in writing by the Contractor and Contractor must provide the County with a completed Non-disclosure form provided by the County.

- 10.2 Confidential information shall constitute information which is exempt from disclosure

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pursuant to Chapter 119, Public Records Law, Florida Statutes (2010), and Article I, Section 24 of the Florida Constitution ("Florida Public Records Law"), and Chapter 812 of the Florida Statutes (2010) (hereinafter "Confidential Information"). In addition and for the purposes of this Agreement and any future statement of work, Confidential Information shall include Confidential Information and/or trade secret information disclosed by Contractor to County that is expressly identified in writing by Contractor and Contractor's subcontractors. As such, any Confidential Information as defined herein that is provided by Contractor to County must be expressly identified in a fully completed and executed Nondisclosure Agreement for Confidential Materials which Contractor may obtain from the County's Purchasing and Contracts Division.

Confidential Information and/or trade secrets do not include the following:

- 10.2.1 Information already known to or independently developed by the recipient;
 - 10.2.2 Information in the public domain through no wrongful act of the recipient;
 - 10.2.3 Information received by the party in possession from a third party the recipient;
 - 10.2.4 Information regularly disclosed by the owner of the information to third parties without restriction on disclosure; or
 - 10.2.5 Information required to be disclosed by law or an order of court, provided that a party required to make disclosure of the other party's Confidential Information shall first notify the other party of such requirement and permit the party to obtain a protective order or other similar relief.
- 10.3 With respect to the Confidential Information, both parties hereby agree that during the term of this Agreement and at all times thereafter, neither shall use, commercialize or disclose such Confidential Information obtained from the other to any person or entity, except to such other parties as the party claiming confidentiality may approve in writing and under such conditions as such claiming party may impose in writing.
- 10.4 **Restrictions upon Disclosure of Information.** Each party agrees subject to the conditions and obligations of this Article 10:
- 10.4.1 To treat the other's Confidential Information as proprietary to the other;
 - 10.4.2 To not knowingly disclose to any person, other than its employees, consultants, or agents or the employees, consultants and agents of the other party (as directed by the other party), any Confidential Information belonging to the other party, and
 - 10.4.3 To inform its employees, consultants and agents of the confidential nature of the others information and of the requirement of nondisclosure.

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- 10.4.4 In the event either party has actual knowledge of a breach of the nondisclosure requirements of this Article, the party acquiring such knowledge shall promptly inform the other party and assist that party in curing the disclosure, where possible, and preventing future disclosures.
- 10.5 Where County receives a request by a third party for disclosure of (i) the Confidential Information or (ii) other information that County believes to be Confidential Information and/or a trade secret of Contractor, County shall, in either instance, give written notice to Contractor and Contractor shall take immediate action to notify County in writing whether Contractor agrees to the disclosure or whether Contractor opposes disclosure and shall take legal action to prevent such disclosure.
- 10.6 Where Contractor receives a request by a third party for disclosure of information that Contractor believes to be Confidential Information and/or a trade secret of County, Contractor shall give written notice to County and County shall take immediate action to notify Contractor in writing whether County agrees to the disclosure or whether County opposes disclosure and shall take legal action to prevent such disclosure.
- 10.7 In the event a third party makes a public records request to the County for disclosure of the Licensed Software or Documentation or any item which has been marked by Contractor as confidential or a trade secret, the County has refused disclosure and the third party files suit to request disclosure, Contractor recognizes the County is required to submit any requested item to the court for inspection in camera as set forth in Section 119.07(1) (e), Florida Statutes (2010). Contractor further acknowledges that Section 119.12, Florida Statutes (2010), states:
- If a civil action is filed against an agency to enforce the provisions of this chapter and if the court determines that such agency unlawfully refused to permit a public record to be inspected or copied, the court shall assess and award, against the agency responsible, the reasonable costs of enforcement including reasonable attorneys' fees.*
- 10.8 Should a court, based upon Section 119.12, Florida Statutes (2010), or its successor, assess and award costs of enforcement against the County arising from any obligation of the County under this Article, Contractor agrees at its expense to indemnify, and hold harmless the County and its elected officials, appointed officials, officers, agents and employees.
- 10.9 Contractor acknowledges and agrees that the County is the owner and custodian of information and data, whether or not such is electronically retained and regardless of the retention media and that the use of any Licensed Software in relation to such information or data does not in any way restrict the rights or obligations of County regarding disclosure of their data and information, provided that the foregoing shall not be construed to permit County to disclose any Contractor Confidential Information (including without limitation the Licensed Software or Documentation) in contravention of County's obligations hereunder.
- 10.10 Except to the extent authorized in this Agreement, both parties hereby agree that during the term of this Agreement and at all times thereafter, neither shall use, commercialize or disclose such Confidential Information and/or trade secret obtained

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from the other to any person or entity, except to such other parties as the party claiming confidentiality may approve in writing and under such conditions as such claiming party may impose in writing.

10.11 Notwithstanding the foregoing provisions, disclosure of a purported trade secret or Confidential Information shall not be precluded if:

- 10.11.1 Such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; or
- 10.11.2 Such disclosure is necessary to establish rights or enforce obligations under this Agreement and the SOW, but only to the extent that any such disclosure is necessary for such purpose; or
- 10.11.3 The County received the prior written consent to such disclosure from Contractor, but only to the extent permitted in such consent; or
- 10.11.4 Disclosure is required by Florida law including but not limited to Chapter 119, Florida Statutes; or
- 10.11.5 Disclosure is not exempted by Florida law including but not limited to Chapter 119, Florida Statutes; or
- 10.11.6 Disclosure is required by Federal law which is preemptive of Florida law.

10.12 In the event of an intended or required disclosure described in Section 10.11, the party intending or being required to disclose the other party's Confidential Information shall provide the other party with reasonable advance notice in order to permit the other party the opportunity to seek a protective order or other appropriate relief. Notwithstanding 10.11.2 and 10.11.3 above, County shall first comply with its obligations under this Agreement, subject to Chapter 119, Florida Statutes (2010) that permit Contractor to object to such disclosures.

10.13 Notwithstanding anything to the contrary contained above or elsewhere in this Agreement, County shall have the right to use the Licensed Software to provide access by the public or government agencies to the database(s), files or information derived from the use of the System and/or to generate reports from such files or information, files or information on electronic media to the public where required or allowed by the laws of the State of Florida or other laws allowing disclosure by County, provided that the foregoing shall not be construed to permit County to disclose any Contractor Confidential Information in contravention of County's obligations hereunder.

10.14 County Data Confidentiality and Use Restrictions

- 10.14.1 Contractor agrees and understands that all files and other information and data created in connection with this Agreement constitute a public record, except to the extent it is exempt or proprietary under Florida Law, including but not limited to Chapter 119 of the Florida Statutes, from disclosure. Contractor agrees to maintain for public record access such files and to

maintain for public access such files after termination of this Agreement to the extent required by the laws of the State of Florida. Nothing in the foregoing should be construed to limit the rights of Contractor in its Licensed Software or Documentation, including without limitation any files, information or data created in the modification or customization of the Licensed Software or Documentation for any specific purpose of County, and County recognizes that Contractor shall retain all intellectual property rights in such modifications or customizations.

- 10.14.2 The parties agree that Chapter 119, F.S. articulates the data and written and oral information is exempt or confidential under Florida law. As such, and pursuant to Chapter 119, F.S., County claims such exemption or confidentiality to include but not be limited to social security numbers, medical information, pending law enforcement investigations, and any information which reveals the home address or telephone number of a law enforcement officer. All such information or data that is supplied by County or any third party pursuant to this Agreement shall be kept confidential and shall not be used or disclosed to any other party, directly or indirectly, without County's prior written consent unless required by an order issued by a court of lawful jurisdiction. All data provided by County or its agents under this Agreement and all results derived therefrom through the use of the System shall be and remain the County's property, and may be reproduced and reused solely at the discretion of the County.

- 10.14.2.1 Upon any termination or expiration of this Agreement, Contractor, upon County's written request, shall promptly deliver, but not more than thirty (30) days after County's request, to County an extract of County's data hosted in the System in XML format or such other format as mutually agreed upon by County and Contractor.

- 10.15 THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS AGREEMENT.

11 DISPUTE RESOLUTION

- 11.1 The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 11. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of work or Services. Issues shall be escalated to successive management levels as needed.

- 11.2 **Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the

case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

- 11.3 Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days, the Project Managers shall escalate the dispute as indicated below.

County Work Days	Contractor's Representative	County Representative
10	Contractor	Project Manager
10	Contractor's Engagement Manager	Director of Purchasing and Contracts
20	Contractor's Business Unit Manager or Designee	Deputy County Manager

- 11.4 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation, in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear their own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

12 DATE STANDARDS

- 12.1 Contractor warrants that each item of software in the SOW or future statement of work that it delivers, develops, modifies, or recommends to County for uses under this Agreement shall be able to accurately store and process date/time data in four (4) digit year fields (including, but not limited to, calculating, comparing, interfacing and sequencing) from, into, and between the nineteenth through the twenty-second centuries, and leap year calculations. The duration of this warranty and the remedies available to County for breach of this warranty shall be as defined in, and subject to, the terms and limitations of Contractor's warranties contained in this Agreement; provided that notwithstanding any provision to the contrary in any such warranty provision(s), or in the absence of any such warranty provision(s), the exclusive remedies available to County under this warranty shall include repair or replacement, at no cost to County of any of the products whose noncompliance is discovered and made known to Contractor in writing, after System Acceptance by County. Nothing in this warranty shall be construed to limit any rights or remedies County may

otherwise have under this Agreement with respect to Defects.

13 TITLE AND LICENSE

- 13.1 Contractor shall own all rights, title and interest in and to the Licensed Software and Documentation and the related source code including copyright, trade secret, patent, trademark and other proprietary rights as well as all customizations, enhancements, modifications, improvements, derivations or other variations thereof. This Agreement does not transfer to County under any circumstances any of Contractor's ownership rights in the Licensed Software.

- 13.2 Warranty as to Intellectual Property Infringement. Contractor represents and warrants that at the time of entering into this Agreement no claims have been asserted or action or proceeding brought against Contractor which alleges that all or any part of the Software to be supplied by Contractor or the operation or use thereof by County, infringes or misappropriates any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party, nor is Contractor aware of any such potential claim. Contractor also represents and warrants that Contractor shall use reasonable efforts to ensure its Services and Deliverables to be provided pursuant to this Agreement shall not infringe or misappropriate any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party; provided nothing in this section shall be construed to limit Contractor's obligation to indemnify County pursuant to section 7.2 hereof.

14 MISCELLANEOUS PROVISIONS

- 14.1 Public Entity Crimes Act. Contractor represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Agreement to provide any goods or services to County, may not submit a bid on a Agreement with County for the construction or repair of a public building or public work, may not submit bids on leases of real property to County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Agreement with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from County's competitive procurement activities. In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

- 14.2 Equal Opportunity; Disadvantaged Business Enterprises. During the performance of this Agreement, the Contractor agrees that is shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor shall take affirmative action to ensure that

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applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 14.3 **Drug-Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the terms of the Agreement and shall comply, subject to the prior receipt, with the County's policies on drug-free and smoke-free work place during the term of this Agreement.

- 14.4 **Independent Contractor.** Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such Services, neither Contractor nor its agents shall act as officers, employees, or agents of the County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to Contractor or Contractor's agents any authority of any kind to bind County in any respect whatsoever.

- 14.5 **Third Party Beneficiaries.** Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, except as otherwise provided in this Agreement.

- 14.6 **No Contingent Fees.** Neither Contractor nor any parent or subsidiary corporation has employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that they have not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

- 14.7 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

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In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720 Phone: 386-736-5935	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720 Phone: 386-736-5950
In the case of Contractor:	with a copy of legal notices to:
Attn: Matt Teague, President Address: 5423 Galeria Drive Baton Rouge, LA 70816 Phone: 225-295-8123	Attn: Matt Teague, President Address: 5423 Galeria Drive Baton Rouge, LA 70816 Phone: 225-295-81232

14.8 Assignment and Performance.

Consultant may not assign or otherwise convey Consultant's rights and/or obligations under this Contract without first providing County with a processing fee of FIVE HUNDRED DOLLARS (\$500) and obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion.

Failure by the Consultant to obtain the County's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Consultant or any person or entity prior to the Consultant obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section.

- 14.8.1 Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without amendment to the Contract. The Consultant is hereby placed on notice that the County may demand a discount of up to ten percent (10%) from those rates or compensation for the goods or services established in the Contract as a condition to execution of the amendment.

- 14.9 **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support

thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as Contractor.

- 14.10 **Audit Right and Retention of Records.** County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Agreement. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Contractor's and its subcontractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor or its subcontractors. Contractor shall, by written Agreement, require its subcontractors to agree to the requirements and obligations of this Section 14.10.

- 14.11 **Time of the Essence.** Time is of the essence for all work or Services performed throughout this Agreement.

- 14.12 **Location of County Data.** Contractor shall not out-source any development and/or support for this Agreement or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the Contract Administrator.

- 14.13 **References to County or Contractor.** Contractor agrees that during the term of this Agreement, except as provided herein, Contractor may not reference County in Contractor's website, and/or press releases, and, may not place County's name and logo on Contractor's Web site or in collateral marketing materials relating to Contractor's products and services without prior review and written approval by County. Further, Contractor agrees that it may not use County's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Agreement shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement. Except as provided herein, Contractor's Licensed Software or Deliverables shall not contain any references to Contractor on any screenshots, user screens, or other output, except that Contractor may include applicable copyright notices or similar documentation required for protection of Contractor's intellectual property, or as otherwise approved by County.

- 14.14 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent resulting from force

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majeure, including, but not limited to, compliance with any Government law or regulation, acts of God, act or omissions of the other party, Government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the parties (an such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- 14.14.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 14.14.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party within two (2) County Work Days of the failure, or as soon as possible after such failure or delay if the Force Majeure Event prevents compliance within two (2) County Work Days, of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event.
- 14.14.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of this Agreement.
- 14.15 **Truth-in-Negotiations.** Contractor's signature on this Agreement shall act as execution of a truth-in-negotiations certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Agreement are accurate, complete, and current at the time of contracting and that it has disclosed all obligations, debts or fees owed to the County or pending before the County prior to the execution of this Agreement.
- 14.16 **County's Limited Right to Transfer License.** County can assign the Licensed Software or this Agreement to any person or entity (other than a competitor of Contractor) that assumes the County's functions as it relates to the use of the System, including but not limited to a surviving governmental entity in the event of any change in the manner or form by which County is organized, provided that such assignment does not materially increase the scope or volume of work processed through the Licensed Software.
- 14.17 **Bankruptcy Rights of County.** All rights and licenses granted under or pursuant to this Agreement or any attachments hereto by Contractor to County are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefore, licenses to rights to "intellectual property" as defined in the Code. The parties agree that County, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Contractor under the Code, County shall be entitled to retain all of its rights under this Agreement.

- 14.18 **Third Party Products.** This agreement does NOT include any licenses, training, installation, maintenance and ongoing support of integrated third-party products (including Microsoft Office, SQL Server, Crystal Reports, etc.) unless specifically stated herein.

14.20 **Escrow.**

- 14.19.1 If requested by the County, FirstCall agrees to deposit the then most current Software source code and associated support materials at least once per year with a reputable software escrow agent for possible release to beneficiaries;
- 14.19.2 The County may at any time elect to become a beneficiary by filing the prerequisite beneficiary form and paying the associated annual Escrow Registration fees; and
- 14.19.3 The source code may be used by the County only if FirstCall discontinues the ongoing support of the Software. In that event, the County may acquire a perpetual, non-exclusive license by paying to FirstCall an amount of US \$1.00 to use the source code for the purpose of maintaining, supporting and modifying the software for its internal uses only.

15 **FUNDING**

- 15.1 Contractor recognizes that funding for County requirements, including the funding for monies to pay for the Deliverables provided under this Agreement is provided on a budget year basis, October 1 through September 30. Contractor further recognizes that the County Council of the County of Volusia is the authority which establishes, allocates or otherwise provides for County's budget year funding. If, in any budget year, funding for any reason is not provided for the Services and Deliverables or other monetary obligations herein, then such obligation may be terminated by County without penalty or further payment to Contractor. Additionally, in such event, except to the extent of the prorated amount of prepaid fees, Contractor may terminate the Agreement without further obligation to provide Services to County.

16 **COUNTY RESPONSIBILITIES**

- 16.1 County's responsibilities under this Agreement include: (a) installing all required communication networks and related equipment and services necessary to support the System; (b) installing and maintaining all personal computers (and all software (except Licensed Software) used by the County to operate such personal computers, including without limitation web browser software) used to access the System; (c) explaining System requirements to Contractor personnel in advance of Delivery; (d) informing Contractor of changes in County hardware and software and their configuration that may impact in any way the performance of the System or interfaces between the System and other applications or software in use by County.
- 16.2 In order to receive technical support at its facilities, County shall notify Contractor promptly whenever County adds new facilities. Notification shall include the name of

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a contact person at the facility, the address and telephone number, the type of computer equipment, and the date the facility will begin accessing Licensed Software. In the absence of such notice, Contractor shall not be obligated to provide technical support for any such new locations.

- 16.3 County is responsible for instituting and maintaining security measures at its own sites to prevent non-authorized personnel from accessing Licensed Software.

17 PAYMENT OF SUBCONTRACTORS

- 17.1 Contractor shall save and hold the County harmless from any and all claims and actions from Contractor's Subcontractors for payment for Services and Deliverables provided by Subcontractors for Contractor under this Agreement.

- 17.2 Nothing in this Agreement shall create any obligation on the part of the County to pay directly to any Subcontractor or Sub-subcontractor of Subcontractor any monies due to such Subcontractor, or claims of a Subcontractor or Sub-subcontractor of Subcontractor for amounts owed by Contractor to Subcontractor or Subcontractor to Sub-subcontractor for Work performed under this Agreement.

18 CONTRACTUAL PROVISIONS

- 18.1 Waiver of Breach and Materiality. Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 18.2 Compliance with Laws. Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

- 18.3 Severance. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or Contractor elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

- 18.4 Entire Agreement. This Agreement contains the entire agreement between Contractor and County. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.

- 18.5 Applicable Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction of any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Judicial Circuit of County of Volusia, Florida, and venue for litigation arising out of the Agreement shall be exclusively in such state courts. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement. Each party agrees to bear its own costs

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and attorney's fees relating to any dispute arising under this Agreement.

18.6

Amendments. No modification, change order, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the award authority and Contractor.

18.7

Prior Agreements. This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

18.8

All provisions of this Agreement which impose or contemplate continuing obligations on a party shall survive the expiration or termination of this Agreement.

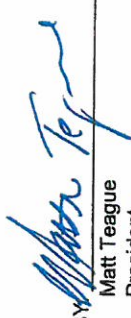
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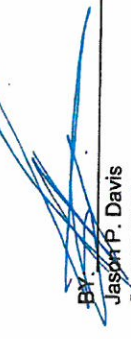
19 SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the County of Volusia Mass Telephone Notification System Agreement on the date last written below.

FIRST CALL NETWORK, INC.

BY: 
Matt Teague
President
Date: 5/12/2014

COUNTY OF VOLUSIA, FLORIDA

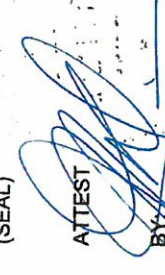
BY: 
Jason P. Davis
County Chair
Date: 06/19/2014

ATTEST

BY: 
Name: Howard Davis
Title: SEA
Date: 5/12/2014

(SEAL)

ATTEST


BY: 
James T. Dinneen
County Manager

Date: 06/19/2014
Council Date: 06/19/2014

610
July 30, 2014

EM-14-056

MEMORANDUM

To: Distribution

From: Director, Volusia County Emergency Management

Subject: **USAGE PROCEDURE FOR FIRSTCALL COUNTYWIDE EMERGENCY NOTIFICATION SYSTEM**

Purpose: The purpose of this memorandum is to provide information concerning the procedure for using the FirstCall countywide emergency notification system.

Background: Volusia County has had a telephone Emergency Notification System since 2002. Per County policy, a competitive bid was submitted for a countywide Emergency Notification System at the end of the five year contract cycle. The successful bidder was **FirstCall Emergency Notification**. Effective July 1, 2014, the system replaced the Twentyfirst Century system.

A telephone notification system is one tool employed to notify the public of emergency conditions. With the prevalence of cell phones as a primary communications method, the connect rate during a mass telephone notification will continue to decline. Accordingly, in the event that there is a situation that requires action on the part of the public – for example, a boil water notice, mandatory evacuation order, shelter in place, etc – alternative means of communication will be utilized at the same time the telephone notification is issued. Examples include press releases, social media, door-to-door notification by law enforcement personnel, and so on.

Information: Implementation of the FirstCall Emergency Notification is transparent to the citizens of Volusia County. The purpose of the system will continue to be to provide the citizens of Volusia County with notifications of **immediate emergency situations** that could result in injury to the population to be notified.

Examples of emergency situations include, but are not limited to: Hostage situations, hazardous materials incidents, fast-moving wildfires, rabid animals, lost Alzheimer's patients, sink holes impacting infrastructure, escaped inmates, boil water notices, and flooded neighborhoods or roadways preventing travel.

There will continue to be **no cost to municipalities and agencies using the system for emergency situations**. The system continues to be available twenty-four hours a day, seven days a week, 365 days a year and may be accessed by appropriate supervisory personnel from all public safety agencies through the Volusia County Sheriff's Communications Center using the procedures outlined in the attachment.

Action: This memorandum is provided for appropriate implementation by addressees and further coordination with respective public safety agencies. Please provide further distribution of this memorandum as appropriate. Questions about system usage should be directed to the Volusia County Emergency Management Division (Attention: Larry LaHue at one of the numbers listed below.)

1

Distribution:

City Managers, Emergency Management Coordinators, Police Chiefs, Fire Chiefs, Public Works Directors
Attachment I

Attachment 1

PROCEDURE TO USE THE COUNTYWIDE EMERGENCY NOTIFICATION SYSTEM

1. Call the Volusia County Sheriff's Office Communication Center at 386-248-1777 or 386-736-5999. Identify yourself and the agency you are representing.
2. Inform the Center that you would like to use the Emergency Notification System and the situation requiring the notification.
3. Describe the **geographic area** that you would like to notify. Streets should be used to define the boundaries of the call in a N-S-E-W fashion (example: From the intersection of Clyde Morris Blvd and US 92 east to Nova Rd, south to Beville Rd, west to Clyde Morris Blvd.) Alternatively, a distance from a single geographic point can be used (Example: .5 mile radius centered at 3825 Tiger Bay Road Daytona Beach).
4. The requesting agency is responsible for developing the message. Please use the following format as a guide:
 1. This is an emergency/public safety message from _____.
 2. Time and date of the call
 3. Nature of the emergency/public safety notification
 4. Areas affected by the emergency/public safety notification
 5. Protective actions that need to be taken
 6. Directions to get more information (**phone number and point of contact required**).

Example: "This is an emergency message from Volusia County Fire Services. At 4:30 PM July 30 2014, a tanker truck containing hydrogen chloride overturned at the intersection of interstate 95 southbound at mile marker 261, spilling approximately 500 gallons of hydrogen chloride. Interstate 95 southbound is closed at mile marker 261 until further notice. Residents within a two mile radius of the spill should remain indoors, close all windows and doors, and turn off air conditioning units. Residents will be advised when it is safe to go outdoors. For further information, contact Volusia County Fire Services at 386-555-1212."

5. Provide any other information related to the notification. For example, if you would like to have the notification repeated more than once, or at a specific time in the future, etc.
6. Consider initiating a call that concludes the actions directed by the earlier message. Example: "The precautionary boil water notice that was issued for the City Daytona Beach is no longer in effect."

Please note:

1. **UNLISTED LAND LINES, CELLULAR TELEPHONES, AND VOIP TELEPHONE NUMBERS ARE NOT INCLUDED IN THE NOTIFICATION SYSTEM DATABASE.** If someone with an unlisted land line/cell phone would like to be included in the database, please refer them to www.volusia.org/emergency and click on the link for the FirstCall secure registration. For those without computer access, Volusia County Emergency Management will enter the data. Direct citizens requesting this service to call 386-254-1500. Please note that due to the prevalence of cell phone usage as the only means of telephone communication, a successful connection rate of 50% or less is to be expected. If there is no answer to the first call, the system will automatically re-dial the number three times; please note that the system will leave the message on an answering machine.

2. FirstCall updates its call database on a quarterly basis. If an organization would like to and is able to provide any type of utility records, Volusia County Emergency Management will coordinate with FirstCall to include this information outside of the quarterly update cycle.
3. When a request for an emergency notification has been made by any jurisdiction that may directly or indirectly impact another jurisdiction, coordination between jurisdictions must be effected by the initiating agency.

RESOURCE MANAGEMENT MATRIX

NOTES:

Capability does NOT include state or local contracts in this model
Negative GAP in RED, Surplus resources in BLACK

REVISED: 10/28/2013

FLOODS

ASSET		10,000 PERSONS				100,000 PERSONS				500,000 PERSONS			
RESOURCE	UNIT	PRIMARY		SECONDARY		TERTIARY		Flood		Flood		Flood	
		SOURCE	GAP FILLED BY	GAP FILLED BY	GAP FILLED BY	GAP FILLED BY	GAP FILLED BY	REQUIRED	CAPABILITY	GAP / SURPLUS	REQUIRED	CAPABILITY	GAP / SURPLUS
NIMS TYPED TEAMS AND ASSETS													
Air Search Team (Fixed-Wing)	EACH	ESF-4/9	SMAA / EMAC	FEDERAL	FEDERAL			1	30	29	4	30	26
Airborne Communications Relay Team (Fixed-Wing)	EACH	ESF-2	SMAA / EMAC	FEDERAL	FEDERAL			0	14	14	0	14	12
Airborne Reconnaissance (Fixed-Wing)	EACH	ESF-5	SMAA / EMAC	FEDERAL	FEDERAL			0	68	68	0	68	66
Airborne Transport Team (Fixed-Wing)	EACH	ESF-5	EMAC	CONTRACTS	FEDERAL			0	75	75	0	75	69
Airborne, AIR BOATS	EACH	ESF-4/9	SMAA / EMAC	CONTRACTS	FEDERAL			18	32	14	18	32	14
Airborne, Cargo Team (Fixed Wing)	EACH	LOGISTICS	EMAC	CONTRACTS	FEDERAL			0	4	4	0	4	2
Airborne, Cargo Team (Rotor Wing)	EACH	LOGISTICS	EMAC	CONTRACTS	FEDERAL			6	18	12	12	18	6
Ambulance Strike Team	TEAM	ESF-8	SMAA / EMAC	CONTRACTS	FEDERAL			12	25	13	24	25	13
Ambulance Task Force	FORCE	ESF-8	SMAA / EMAC	CONTRACTS	FEDERAL			12	20	8	24	20	8
Ambulances (Air)	EACH	ESF-8	SMAA / EMAC	CONTRACTS	FEDERAL			24	3	(21)	96	3	(93)
Ambulances (Ground) - ALS	EACH	ESF-8	SMAA / EMAC	CONTRACTS	FEDERAL			40	48	8	160	48	8
Ambulances (Ground) - BLS	EACH	ESF-8	SMAA / EMAC	CONTRACTS	FEDERAL			20	48	28	80	48	28
Ambulances (Para Transit)	EACH	ESF-8	SMAA / EMAC	CONTRACTS	FEDERAL			40	2,828	2,788	160	2,828	2,668
Animal Protection: Large Animal Rescue Strike Team	TEAM	ESF-17	SMAA / EMAC	CONTRACTS	FEDERAL			4	6	2	4	6	2
Animal Protection: Large Animal Sheltering Team	TEAM	ESF-17	SMAA / EMAC	CONTRACTS	FEDERAL			4	8	4	4	8	4
Animal Protection: Small Animal Rescue Strike Team	TEAM	ESF-17	SMAA / EMAC	CONTRACTS	FEDERAL			6	14	10	8	14	10
Animal Protection: Small Animal Sheltering Team	TEAM	ESF-17	SMAA / EMAC	CONTRACTS	FEDERAL			8	18	10	8	18	10
Animal Protection: Small Animal Transport Team	TEAM	ESF-17	SMAA / EMAC	CONTRACTS	FEDERAL			4	22	14	8	22	14
Area Command Team: Firefighting	TEAM	ESF-4	SMAA / EMAC	FEDERAL	FEDERAL			2	16	12	8	16	8
Backhoe Loader	EACH	ESF-1/3	CONTRACTS	EMAC	FEDERAL			0	3	1	4	3	(1)
Buses, Commercial, Evacuation	EACH	LOGISTICS	CONTRACTS	FEDERAL	FEDERAL			40	7	7	0	7	0
Canine Search and Rescue Team Disaster Response	TEAM	ESF-4/9	SMAA / EMAC	CONTRACTS	FEDERAL			2	4,983	4,943	80	4,983	4,903
Canine Search and Rescue Team Land Cadaver Air Scent	TEAM	ESF-4/9	SMAA / EMAC	CONTRACTS	FEDERAL			2	12	10	4	12	8
Collapse Search and Rescue Teams	TEAM	ESF-4/9	SMAA / EMAC	CONTRACTS	FEDERAL			2	9	7	4	9	5
Communications Cellular (COM/CELL)	SYSTEM	ESF-2	CONTRACTS	FEDERAL	CONTRACTS			1	1	(1)	4	1	(3)
Communications InterOp (EDICS/EDWARDS)	SYSTEM	ESF-2	SMAA / EMAC	FEDERAL	CONTRACTS			2	25	24	8	25	19
Communications InterOp (MARC Units)	SYSTEM	ESF-2	SMAA / EMAC	FEDERAL	CONTRACTS			2	9	7	8	9	3
Communications Support Team (CAP)	TEAM	ESF-2	SMAA / EMAC	CONTRACTS	FEDERAL			2	13	11	24	13	(11)
Critical Incident Stress Management Team	TEAM	ESF-8	SMAA / EMAC	CONTRACTS	EMAC			2	8	6	4	8	4
Debris Management Monitoring Team	TEAM	RECOVERY	CONTRACTS	EMAC	FEDERAL			1	4	3	4	4	4
Debris Management Site Reduction Team	TEAM	RECOVERY	CONTRACTS	EMAC	FEDERAL			1	4	3	4	4	4
Debris Management Team	TEAM	RECOVERY	SMAA / EMAC	CONTRACTS	FEDERAL			6	5	(1)	36	5	(31)
Disaster Assessment Team	TEAM	ESF-8	EMAC	FEDERAL	FEDERAL			0	0	0	0	0	0
Disaster Medical Assistance Team (DMAT): Basic	TEAM	ESF-8	EMAC	FEDERAL	FEDERAL			0	2	2	0	2	0
Disaster Medical Assistance Team (DMAT): Burn Specialty	TEAM	ESF-8	EMAC	FEDERAL	FEDERAL			0	2	2	0	2	0
Disaster Medical Assistance Team (DMAT): Crush Injury Specialty	TEAM	ESF-8	EMAC	FEDERAL	FEDERAL			0	2	2	0	2	0
Disaster Medical Assistance Team (DMAT): Mental Health Specialty	TEAM	ESF-8	EMAC	FEDERAL	FEDERAL			0	4	4	0	4	2
Disaster Medical Assistance Team (DMAT): Pediatric Specialty	TEAM	ESF-8	EMAC	FEDERAL	FEDERAL			0	1	1	0	1	1

ASSET		RESOURCE FULFILLMENT				10,000 PERSONS				100,000 PERSONS				500,000 PERSONS			
RESOURCE		UNIT	PRIMARY	SECONDARY	TERTIARY	Flood				Flood				Flood			
			PRIMARY	SECONDARY	TERTIARY	REQUIRED	CAPABILITY	GAP / SURPLUS		REQUIRED	CAPABILITY	GAP / SURPLUS		REQUIRED	CAPABILITY	GAP / SURPLUS	
NIMS TYPED TEAMS AND ASSETS			SOURCE	GAP FILLED BY	GAP FILLED BY												
Disaster Medical Field Hospitals	Disaster Mortuary Operational Response Team (DMORT)	EACH TEAM	ESF-8	EMAC	FEDERAL	0	3	3		0	3	3		1	3	2	
	Disaster Recovery Team	TEAM	ESF-8	EMAC	FEDERAL	0	1	1		0	1	1		0	1	1	
	Donations Coordinator	EACH	ESF-15	EMAC	FEDERAL	60	350	290		120	350	230		120	350	230	
	Donations Management Personnel/Team	TEAM	ESF-15	EMAC	FEDERAL	2	32	30		8	32	24		8	32	24	
	Electrical Power Restoration Team	TEAM	ESF-12	MOU	CONTRACTS	80	2	(78)		160	2	(158)		160	2	(158)	
	EMAC Advance Team	TEAM	LOGISTICS	EMAC	CONTRACTS	40	286	246		120	286	166		120	286	166	
	Emergency Medical Task Force	FORCE	ESF-4	EMAC	FEDERAL	0	1	1		0	1	1		1	1	0	
	Engine, Fire (Pumper)	EACH	ESF-4	SMAA / EMAC	FEDERAL	0	7	7		0	7	7		2	7	5	
	EOC Finance/Administration Section Chief	EACH	OPERATIONS	SMAA / EMAC	CONTRACTS	0	33	33		0	33	33		0	33	3	
	EOC Logistics Section Chief	EACH	OPERATIONS	SMAA / EMAC	FEDERAL	2	7	5		8	7	(1)		10	7	(3)	
	EOC Management Support Team	EACH	OPERATIONS	SMAA / EMAC	FEDERAL	2	8	6		8	8	0		10	8	(2)	
	EOC Operations Section Chief	EACH	OPERATIONS	SMAA / EMAC	FEDERAL	2	4	4		8	6	(2)		10	6	(4)	
	EOC Planning Section Chief	EACH	OPERATIONS	SMAA / EMAC	FEDERAL	2	16	14		8	16	8		10	16	6	
	Evacuation Coordination Team	EACH	OPERATIONS	SMAA / EMAC	FEDERAL	2	12	10		8	12	4		10	12	2	
	Evacuation Liaison Team (ELT)	TEAM	ESF-5	SMAA / EMAC	FEDERAL	0	1	1		0	1	1		1	1	0	
	Fuel Tender (Gasoline, Diesel, AvGas, aka Gas Tanker)	EACH	LOGISTICS	CONTRACTS	EMAC	FEDERAL	0	1	1		0	1	1		1	1	0
	Generators (20 kW - 3.5 MW)	EACH	LOGISTICS	CONTRACTS	EMAC	2	32	30		8	32	24		8	32	24	
	Hazardous Materials Teams	TEAM	OPERATIONS	SMAA / EMAC	FEDERAL	20	41	21		180	41	(139)		18	41	23	
	Ice, Bagged	POUNDS	ESF-11	CONTRACTS	FEDERAL	4	29	25		8	29	21		8	29	21	
	Incident Management Team Animal Protection	TEAM	ESF-17	CONTRACTS	FEDERAL	10,000	0	(10,000)		40,000	0	(40,000)		100,000	0	(100,000)	
	Incident Management Team, Firefighting	TEAM	ESF-17	SMAA / EMAC	FEDERAL	1	8	7		2	8	6		2	8	6	
	Incident Management Teams	TEAM	ESF-49	SMAA / EMAC	FEDERAL	CONTRACTS	0	3	3		0	3	3		4	3	(1)
	Individual Assistance Disaster Assessment Team	TEAM	OPERATIONS	SMAA / EMAC	FEDERAL	2	3	3		8	3	(5)		8	3	(5)	
	Individual Assistance Disaster Assessment Team Leader	EACH	OPERATIONS	SMAA / EMAC	FEDERAL	4	10	6		16	10	(6)		16	10	(6)	
	Lattice Truck Cranes	EACH	LOGISTICS	CONTRACTS	EMAC	4	80	76		16	80	64		16	80	64	
	Mass Care, Bedding Kits	EACH	LOGISTICS	CONTRACTS	EMAC	0	1	1		0	1	1		0	1	1	
Mass Care, Cots	EACH	ESF-6	VOLAGS	CONTRACTS	FEDERAL	4,000	36,000	32,000		8,000	36,000	28,000		100,000	36,000	(64,000)	
Meals, Shelf Stable	EACH	ESF-6	VOLAGS	CONTRACTS	FEDERAL	4,000	11,800	7,800		8,000	11,800	3,800		100,000	11,800	(88,200)	
Mobile Communications Center (Command Vehicle)	EACH	OPERATIONS	SMAA / EMAC	FEDERAL	6,000	1,600,000	1,594,000		8,000	1,600,000	1,592,000		400,000	1,600,000	1,200,000		
Mobile Communications Unit (Law/Fire)	EACH	OPERATIONS	SMAA / EMAC	CONTRACTS	FEDERAL	1	87	86		4	87	83		4	87	83	
Mobile Feeding ERV / Canteen	EACH	OPERATIONS	SMAA / EMAC	CONTRACTS	FEDERAL	1	48	47		4	48	44		4	48	44	
Mobile Feeding Kitchen	EACH	ESF-6	VOLAGS	CONTRACTS	FEDERAL	10	21	11		30	21	(9)		40	21	(19)	
Mobile Field Force Law Enforcement (Crowd Control Teams)	EACH	ESF-6	VOLAGS	CONTRACTS	FEDERAL	3	12	9		9	12	3		9	12	3	
National Guard Aviation Support	TEAM	ESF-16	SMAA / EMAC	FEDERAL	2	7	5		6	7	3		6	7	1		
National Guard, Logistics Support	EACH	ESF-13	EMAC	FEDERAL	4	165	161		0	165	165		6	165	159		
National Guard, Planning Support	EACH	ESF-13	EMAC	FEDERAL	60	3,000	2,940		120	3,000	2,880		120	3,000	2,880		
National Guard, Security Support	EACH	ESF-13	EMAC	FEDERAL	8	36	30		12	36	26		12	36	26		
NIMS Management Support Team (MST)	TEAM	ESF-13	EMAC	CONTRACTS	500	6,000	5,500		1,500	6,000	4,500		1,500	6,000	4,500		
Pallet Jacks	TEAM	ESF-13	SMAA / EMAC	FEDERAL	0	6	6		0	6	6		0	6	6		
Personnel, Logistics Heavy Equipment Operators	EACH	LOGISTICS	CONTRACTS	SMAA / EMAC	80	42	(38)		160	42	(116)		160	42	(118)		
Personnel, Logistics Forklift Operators	EACH	LOGISTICS	SMAA / EMAC	CONTRACTS	20	28	8		80	28	(62)		120	28	(92)		
Personnel, Logistics Inventory Specialists	EACH	LOGISTICS	SMAA / EMAC	CONTRACTS	67	7	7		120	67	(53)		240	67	(173)		
Personnel, Logistics Material Handlers	EACH	LOGISTICS	SMAA / EMAC	CONTRACTS	12	34	22		24	34	10		36	34	(2)		
Personnel, Logistics Supervisors	EACH	LOGISTICS	SMAA / EMAC	CONTRACTS	80	2,800	2,720		240	2,800	2,560		240	2,800	2,560		
Personnel, Logistics Warehouse	EACH	LOGISTICS	SMAA / EMAC	CONTRACTS	8	180	172		16	180	164		24	180	156		
Public Assistance Coordinator	EACH	RECOVERY	SMAA / EMAC	CONTRACTS	12	2,000	1,988		60	2,000	1,940		156	2,000	1,844		
			SMAA / EMAC	FEDERAL	2	19	17		8	19	11		12	19	7		

ASSET RESOURCE		RESOURCE FULFILLMENT				10,000 PERSONS				100,000 PERSONS				500,000 PERSONS				
UNIT	PRIMARY	SOURCE	PRIMARY	SECONDARY	TERTIARY	REQUIRED	CAPABILITY	GAP / SURPLUS	REQUIRED	CAPABILITY	GAP / SURPLUS	REQUIRED	CAPABILITY	GAP / SURPLUS	REQUIRED	CAPABILITY	GAP / SURPLUS	
NIMS TYPED TEAMS AND ASSETS																		
Pumps, Self propelled (4" - 12") Radio Direction Finding Team Rapid Needs Assessment Team Shelter Management Team Staging, LSA, County Staging, LSA, Federal Staging, LSA, State, Type 1 Staging, LSA, State, Type 2 Staging, Mobilization Area Tarps, Vol/Aq Self Help Track Dozer	EACH	LOGISTICS	CONTRACTS	EMAC	FEDERAL	20	29	9	8	29	21	20	29	21	20	29	9	
	TEAM	ESF-2	SMMA / EMAC	FEDERAL	CONTRACTS	0	2	2	0	2	2	1	2	2	1	2	1	
	TEAM	ESF-5	SMMA / EMAC	FEDERAL	CONTRACTS	16	30	14	64	30	(34)	80	30	(34)	80	30	(50)	
	TEAM	ESF-6	SMMA / EMAC	FEDERAL	CONTRACTS	30	320	290	80	320	240	120	320	240	120	320	200	
	SITES	LOGISTICS	SMMA / EMAC	CONTRACTS	FEDERAL	2	87	85	8	87	79	60	87	79	60	87	27	
	SITES	LOGISTICS	SMMA / EMAC	CONTRACTS	FEDERAL	1	4	3	1	4	3	2	4	3	2	4	2	
	SITES	LOGISTICS	SMMA / EMAC	CONTRACTS	FEDERAL	0	26	26	0	26	26	26	1	26	25	1	26	25
	SITES	LOGISTICS	SMMA / EMAC	CONTRACTS	FEDERAL	2	37	35	2	37	35	3	37	35	3	37	34	
	SITES	LOGISTICS	SMMA / EMAC	CONTRACTS	FEDERAL	0	8	8	0	8	8	8	1	8	8	1	8	7
	EACH	LOGISTICS	CONTRACTS	SMMA / EMAC	FEDERAL	FEDERAL	6,000	45,047	39,047	24,000	45,047	21,047	4,000	45,047	21,047	4,000	45,047	41,047
	EACH	LOGISTICS	CONTRACTS	CONTRACTS	EMAC	EMAC	2	13	11	8	13	5	8	13	5	8	13	5
	EACH	LOGISTICS	CONTRACTS	CONTRACTS	FEDERAL	EMAC	25	5,000	4,975	113	5,000	4,888	630	5,000	4,888	630	5,000	4,370
EACH	LOGISTICS	CONTRACTS	CONTRACTS	FEDERAL	EMAC	12	2,600	2,588	48	2,600	2,552	60	2,600	2,552	60	2,600	2,540	
EACH	LOGISTICS	CONTRACTS	CONTRACTS	FEDERAL	EMAC	6	80	74	24	80	56	60	80	56	60	80	20	
EACH	LOGISTICS	CONTRACTS	CONTRACTS	FEDERAL	EMAC	0	125	125	0	125	125	0	125	125	0	125	125	
EACH	LOGISTICS	CONTRACTS	CONTRACTS	FEDERAL	EMAC	2	82	80	8	82	74	10	82	72	10	82	72	
EACH	LOGISTICS	CONTRACTS	CONTRACTS	FEDERAL	EMAC	4	67	63	16	67	51	16	67	51	16	67	51	
EACH	LOGISTICS	CONTRACTS	CONTRACTS	FEDERAL	EMAC	12	30	18	48	30	(18)	48	30	(18)	48	30	(18)	
EACH	ESF-13	SMMA / EMAC	CONTRACTS	CONTRACTS	FEDERAL	30	160	130	120	160	40	0	160	40	0	160	160	
EACH	LOGISTICS	CONTRACTS	CONTRACTS	FEDERAL	EMAC	4	62	58	16	62	46	16	62	46	16	62	46	
EACH	LOGISTICS	CONTRACTS	CONTRACTS	FEDERAL	EMAC	1	3	2	4	3	(1)	4	3	(1)	4	3	(1)	
TEAM	ESF-17	SMMA / EMAC	FEDERAL	FEDERAL	FEDERAL	2	62	60	4	62	54	8	62	54	8	62	54	
EACH	ESF-15	SMMA / EMAC	FEDERAL	FEDERAL	FEDERAL	1	3	2	4	3	(1)	4	3	(1)	4	3	(1)	
TEAM	ESF-11	SMMA / EMAC	CONTRACTS	CONTRACTS	FEDERAL	2	62	60	8	62	54	8	62	54	8	62	54	
EACH	LOGISTICS	CONTRACTS	CONTRACTS	SMMA / EMAC	FEDERAL	0	2	2	0	2	2	0	2	2	0	2	2	
EACH	LOGISTICS	CONTRACTS	CONTRACTS	SMMA / EMAC	FEDERAL	0	6	6	0	6	6	0	6	6	0	6	6	
GALLONS	ESF-11	CONTRACTS	CONTRACTS	FEDERAL	FEDERAL	45,000	1,696,900	1,651,900	183,012	1,696,900	1,513,888	3,000,000	1,696,900	1,513,888	3,000,000	1,696,900	(1,303,100)	
EACH	LOGISTICS	CONTRACTS	CONTRACTS	SMMA / EMAC	FEDERAL	0	12	12	0	12	12	0	12	12	0	12	12	

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Sec. 72-1054. - Applications for armoring permits.

- (a) *[Required permits.]* All new and reconstructed armoring projects and emergency repairs must be permitted through the appropriate state and local agencies. A building permit for reconstruction will be necessary when the armoring structure is damaged in excess of 75 percent of its current replacement value; any reconstruction shall comply with this division. Coastal armoring may also be authorized in an emergency situation based upon a determination made by DEP when the project complies with the provisions of F.S. ch. 161, and Rule 62B-33, Florida Administrative Code.
- (b) *Issuance of permits—Conditions.* If the application meets the requirements of this article, the LDM shall issue the permit based upon approval by the EMD, as provided in this division, and may attach such appropriate conditions to the said permit in order to comply with the standards of section 72-1057 of this article. The EMD may deny the permit if it does not meet such standards, stating the reasons therefor.

(Ord. No. 92-18, § 1, 6-18-92; Ord. No. 2004-18, § 1, 10-21-04; Ord. No. 2008-25, § III, 12-4-08)

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Sec. 50-213. - Mitigation requirements.

- (a) If an applicant for a permit under this division fails to overcome the presumption that the proposed activity will have a significant effect upon the wetland, and the local government finds the imposition of permit conditions inadequate to minimize potential adverse environmental effects, mitigation shall be required. 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:
- (1) Avoiding the impact altogether by not taking a certain action or parts of an action.
 - (2) Minimizing impacts by limiting the degree or magnitude of the action or its implementation.
 - (3) Rectifying the impact by repairing, rehabilitating or restoring the affected environment.
 - (4) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.
 - (5) Compensating for the impact by replacing or providing substitute resources or environments through creation of new wetlands, enhancement of existing wetlands or reestablishment of wetlands which are no longer functioning due to insignificant attention in the past.
- (b) Where all or part of a wetland is destroyed or substantially altered by development, an acceptable mitigation plan shall include at least:
- (1) Replacement of the same type of wetland on at least a one-to-one ratio unless the value of the wetland based on its functional value is determined to warrant a greater or lesser ratio. There should be like kind replacement, i.e., saltwater system for saltwater system, and freshwater for freshwater, where practicable.
 - (2) Specific design requirements based upon conditions of the site and the type of wetland to be created or restored.
 - (3) Periodic monitoring to remove exotic or nuisance vegetation.
 - (4) Monitoring and replacement to ensure a survival rate of 80 percent wetland vegetation for a minimum of three years.
 - (5) An upland habitat as an adjacent buffer on mitigated sites.
- (c) An acceptable mitigation plan shall be reasonably and technically feasible. Mitigation through restoration of other degraded wetlands is preferred over wetland creation.
- (d) Mitigation should take place on-site or in close proximity thereto or in areas so designated as provided in section 50-212
- (e) An applicant who carries out a compensatory mitigation plan shall grant a conservation easement on the newly created or restored wetland and buffer to protect it from future development. A legal mechanism other than a conservation easement may be deemed appropriate on a case-by-case basis to carry out the purpose of the subsection.
- (f) A mitigation plan approved by a federal, state or regional agency shall be presumed to be acceptable to the local government; 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.

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- (g) Mitigation should not contribute to the production of mosquitoes by creating mosquito larval habitat or by eliminating habitat for predatory fish.

(Ord. No. 89-8, § 2(509.00), 7-6-89; Ord. No. 96-4, § VI, 3-14-96)

DIVISION 7. - FLOOD HAZARD MANAGEMENT

FOOTNOTE(S):

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Editor's note— Ord. No. 2011-24, § I, adopted Sept. 8, 2011, amended div. 7 in its entirety to read as herein set out. Former div. 7, §§ 72-741—72-745, pertained to similar subject matter and derived from: Ord. No. 90-33, § XLIV, adopted Sept. 27, 1990; Ord. No. 96-32, §§ LVII, LVIII, adopted Dec. 19, 1996; Ord. No. 02-04, § I, adopted Jan. 17, 2002; Ord. No. 2008-25, § III, adopted Dec. 4, 2008.

Code reference—Environment, ch. 50

Sec. 72-741. - Statutory authorization.

The Legislature of the State of Florida has authorized and delegated in F.S. ch. 125, the responsibility to local government units to adopt regulations designed to promote the public health, safety and general welfare of its citizenry. Therefore, the County Council of the County of Volusia does hereby adopt the following floodplain management regulations.

(Ord. No. 2011-24, § I, 9-8-11)

Sec. 72-746. - General provisions.

- (a) *Lands to which this division applies.* This division shall apply to all areas of special flood hazard within the jurisdiction of the County Council of the County of Volusia.
- (b) *Basis for establishing the areas of special flood hazard.* The areas of special flood hazard identified by the Federal Emergency Management Agency (hereinafter "FEMA") in the Flood Insurance Study (hereinafter "FIS") for the County of Volusia, dated February 19, 2014, with the accompanying maps and other supporting data, and any subsequent revisions thereto, are adopted by reference and declared to be a part of this division. The FIS and FIRM are on file at: The County of Volusia, 123 W. Indiana Ave., DeLand, FL 32720.
- (c) *Designation of floodplain administrator.* The County Council of the County of Volusia hereby appoints the land development manager, or his or her designee, to administer and implement the provisions of this division and is hereby referred to as the floodplain administrator.
- (d) *Establishment of development permit.* A development permit shall be required in conformance with the provisions of this division prior to the commencement of any development activities within all areas of special flood hazard.
- (e) *Compliance.* No structure or land shall hereafter be located, constructed, extended, converted or structurally altered without full compliance with the terms of this division and other applicable regulations.
- (f) *Abrogation and greater restrictions.* This division is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this division and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- (g) *Interpretation.* In the interpretation and application of this division all provisions shall be:
 - (1) Considered as minimum requirements; and

- (2) Liberally construed in favor of the County of Volusia; and
- (3) Deemed neither to limit, nor repeal any other powers granted under State of Florida Statutes.
- (h) *Warning and disclaimer of liability.* The degree of flood protection required by this division is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This division does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This division shall not create liability on the part of County Council of the County of Volusia or by any officer or employee thereof for any flood damages that result from reliance on this division or any administrative decision lawfully made thereunder.

(Ord. No. 2011-24, § I, 9-8-11; Ord. No. 2013-20, § VIII, 12-12-13)

Sec. 72-749. - Provisions for flood hazard reduction.

- (a) *General standards.* In all areas of special flood hazard, all development sites including new construction and substantial improvements shall be reasonably safe from flooding, and meet the following provisions:
 - (1) New construction and substantial improvements shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - (2) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State of Florida requirements for resisting wind forces;
 - (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage. See the applicable technical bulletin or bulletins for guidance;
 - (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage. See the applicable technical bulletin or bulletins for guidance;
 - (5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and located so as to prevent water from entering or accumulating within the components during conditions of flooding;
 - (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
 - (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters;
 - (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
 - (9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this division at the time of application for permit, shall meet the requirements of "new construction" as contained in this division;
 - (10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this division at the time of application for permit, shall be undertaken only if said nonconformity is not furthered, extended, or replaced;

- (11) All applicable additional federal, State of Florida, and local permits shall be obtained and submitted to the floodplain administrator. Copies of such permits shall be maintained on file with the development permit. State of Florida permits may include, but are not limited to the following:
- a. *St. Johns River Water Management District*: In accordance with Florida Administrative Code, Chapter 40C-4.041, Permit Required; and F.S. § 373.036(2)(a), Flood Protection and Floodplain Management.
 - b. *Department of community affairs*: In accordance with F.S. § 380.05, Areas of Critical State Concern; and F.S.ch. 553, pt. IV, Florida Building Code.
 - c. *Department of health*: In accordance with F.S. § 381.0065, On-site Sewage Treatment and Disposal Systems.
 - d. *Department of environmental protection, coastal construction control line*: In accordance with F.S. § 161.053, Coastal Construction and Excavation.
- (12) When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;
- (13) When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.
- (b) *Specific standards for A-zones where base flood elevation data have been provided or base flood elevation is undetermined or not numbered*. In all A-zones where base flood elevation data have been provided (zones AE, A1-30, and AH), as set forth in subsection 72-746(b), and A-zones where the base flood elevation is undetermined or unnumbered on said maps, the following provisions shall apply:
- (1) *Residential construction*. All new construction and all substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot above the base flood elevation or 12 inches above the crown of all adjacent roads, whichever is greater. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate automatic equalization of flood hydrostatic forces on both sides of the exterior walls shall be provided in accordance with standards of subsection 72-749(b)(3).
- The following exceptions shall apply:
- a. The floor of accessory structures as defined in section 72-245, Definitions.
 - b. The lowest floor of a garage used solely for the purpose of parking vehicles shall be elevated no lower than the base flood elevation.
 - c. The floor of a substantial improvement of any residential structure with a certificate of completion permitted prior to the adoption of Ordinance No. 88-3, January 19, 1988, shall be elevated no lower than the base flood elevation or the floor of the existing structure, whichever is greater.
- (2) *Nonresidential construction*. All new construction and all substantial improvement of any commercial, industrial, or nonresidential building (including manufactured home used solely for nonresidential purposes) shall have the lowest floor, including basement, elevated to no

lower than one foot above the base flood elevation. All nonresidential buildings located in A-zones may be floodproofed, in lieu of being elevated, provided that all areas of the building components below the base flood elevation plus one foot are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied using the FEMA floodproofing certificate. Such certification along with the corresponding engineering data and the operational and maintenance plans shall be provided to the floodplain administrator.

The following exceptions shall apply:

- a. The floor of accessory structures as defined in section 72-245, Definitions.
 - b. The floor of a substantial improvement of any nonresidential structure with a certificate of completion permitted prior to the adoption of Ordinance No. 88-3, January 19, 1988, shall be elevated no lower than the base flood elevation or the floor of the existing structure, whichever is greater.
- (3) *Elevated buildings.* New construction and substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor elevation shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.
- a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
 - 1. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - 2. The bottom of all openings shall be no higher than one foot above foundation adjacent interior grade (which must be equal to or higher in elevation than the adjacent exterior grade); and
 - 3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they provide the required net area of the openings and permit the automatic flow of floodwaters in both directions.
 - b. Electrical, plumbing and other utility connections are prohibited below the base flood elevation;
 - c. Fully enclosed areas below the lowest floor shall be used solely for parking of vehicles, storage, and building access. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator); and
 - d. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.
- (4) *Standards for manufactured homes and recreational vehicles.*
- a. All manufactured homes that are placed, or substantially improved within all A-zones where base flood elevation data have been provided (zones AE, A1-30, and AH), as set forth in subsection 72-746(b), and A-zones where the base flood elevation is

- undetermined or unnumbered on said maps, on sites: (i) outside of an existing manufactured home park or subdivision; (ii) in a new manufactured home park or subdivision; (iii) in an expansion to an existing manufactured home park or subdivision; or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, shall have the lowest floor elevated on a permanent foundation to no lower than one foot above the base flood elevation and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- b. All manufactured homes to be placed or substantially improved in an existing manufactured home park or subdivision within all A-zones where base flood elevation data have been provided (zones AE, A1-30, and AH), as set forth in subsection 72-746(b), and A-zones where the base flood elevation is undetermined or unnumbered on said maps, that are not subject to the provisions of subsection (4)a. of this section, shall be elevated so that either:
 1. The lowest floor of the manufactured home is elevated on a permanent foundation to no lower than one foot above the base flood elevation and it is securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement; or
 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength that are no less than 48 inches in height above the grade and securely anchored to an adequate foundation system to resist flotation, collapse, and lateral movement.
 - c. All recreational vehicles placed on sites within all A-zones where base flood elevation data have been provided (zones AE, A1-30, and AH), as set forth in subsection 72-746(b), and A-zones where the base flood elevation is undetermined or unnumbered on said maps, must either meet all the requirements for new construction, including anchoring and elevation requirements in accordance with subsections 72-749(b)(4)a. and b. of this section, or:
 1. Be on the site for fewer than 180 consecutive days; and
 2. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices and has no permanently attached additions).
 - d. Adequate drainage paths around structures shall be provided on slopes to guide water away from structures.
- (5) *Standards for streams with established base flood elevations, without regulatory floodways.* Located within the areas of special flood hazard established in subsection 72-746(b), where streams exist for which base flood elevation data has been provided by the FEMA without the delineation of the regulatory floodway (zones AE and A1-30), the following additional provisions shall also apply:
- a. Until a regulatory floodway is designated, no new construction, substantial improvements, or other development including fill shall be permitted within the areas of special flood hazard, unless it is demonstrated that the cumulative effect of the proposed

- development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- b. Development activities which increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the developer or applicant first applies, with the community's endorsement, for a conditional FIRM revision, and receives the approval of the FEMA.
- (6) *Standards for streams without established base flood elevations and floodways.* Located within the areas of special flood hazard established in subsection 72-746(b), where small streams exist but where no base flood data have been provided and where no floodways have been provided, the following provisions shall apply:
- a. No encroachments, including fill material or structures, shall be located within a distance of the stream bank equal to five times the width of the stream at the top of bank or 20 feet each side from top of bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
 - b. New construction and all substantial improvements of structures shall be elevated or floodproofed to elevations established in accordance with subsection 72-749(b).
- (7) *Floodways.* Located within areas of special flood hazard established in subsection 72-746(b) are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and have significant erosion potential, the following additional provisions shall also apply:
- a. Encroachments, including fill, new construction, substantial improvements and all other development within the regulatory floodway is prohibited unless certification (with supporting technical data) by a registered professional engineer is provided through hydraulic and hydrologic analyses performed in accordance with standard engineering practice demonstrating that the proposed encroachment will not result in any increase in flood levels during occurrence of the base flood discharge.
 - b. The placement of manufactured homes (mobile homes) is prohibited, except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of subsection 72-749(a)(2), and the elevation standards of subsections 72-749(b)(1) and (2), and the encroachment standards of subsection 72-749(b)(7)a., are met.
 - c. Development activities including new construction and substantial improvements that increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the developer or applicant first applies, with the community's endorsement, for a conditional FIRM revision, and receives the approval of FEMA.
 - d. When fill is proposed, in accordance with the permit issued by the Florida Department of Health, within the regulatory floodway, the development permit shall be issued only upon demonstration by appropriate engineering analyses that the proposed fill will not increase the water surface elevation of the base flood in accordance with subsection 72-749(b)(7)a.
- (8)

For all structures located seaward of the coastal construction control line (CCCL), the lowest floor of all new construction and all substantial improvements shall be elevated to the regulatory flood elevation established by the Florida Department of Environmental Protection or by FEMA in accordance with subsection 72-746(b), whichever is higher. All nonelevation design requirements of subsection 72-749(e) shall apply.

- (c) *Specific standards for A-zones without base flood elevations and regulatory floodways.* Located within the areas of special flood hazard established in subsection 72-746(b), where there exist A zones for which no base flood elevation data have been provided and no regulatory floodway has been designated by FEMA, the following provisions shall apply:
- (1) The general standards set forth in subsection 72-749(a) must be met.
 - (2) The floodplain administrator shall reasonably utilize any submitted base flood elevation and floodway data available from a federal source, State of Florida source, local government source, or a Florida registered engineer in order to administer the provisions of this division. When such data is utilized, provisions of subsection 72-749(b) shall apply.
 - (3) In riverine situations, applicant shall notify adjacent communities, the State of Florida, Department of Community Affairs, National Flood Insurance Program (hereinafter "NFIP") Coordinating Office, and the St. Johns Water Management District prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA.
 - (4) The applicant shall:
 - a. Submit any base flood elevation and floodway data available from a federal source, State of Florida source, local government source, or a Florida registered engineer;
 - b. Obtain the elevation (in relation to the mean sea level) of the lowest floor (including the basement) of all new and substantially improved structures;
 - c. Obtain, if the structure has been floodproofed in accordance with the requirements of subsection 72-749(b)(2), the elevation in relation to the mean sea level to which the structure has been floodproofed;
 - d. Provide engineering documentation assuring that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained; and
 - e. The floodplain administrator shall maintain a record of all such submitted information.
 - (5) All new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or five acres, whichever is the lesser, any part of which is located in an A-zone for which no base flood elevation data and regulatory floodway information have been provided, shall include within such proposals base flood elevation data.
 - (6) Standards for subdivision approvals.
 - a. All subdivision proposals shall be consistent with the need to minimize flood damage;
 - b. All subdivision proposals shall have utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
 - c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards; and
 - d. Base flood elevation data shall be provided for subdivision proposals and other proposed development (including manufactured home parks and subdivisions).
 - (7)

Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Florida and local anchoring requirements for resisting wind forces.

- (8) New construction or substantial improvement of any residential structure shall have the lowest floor, including the basement, elevated no lower than one foot above the base flood elevation in areas where the base flood elevation has been determined and is numbered on the maps referred to in subsection 72-746(b), or no lower than one foot above the base flood elevation as determined by a Florida registered engineer in areas where the base flood elevation is undetermined or unnumbered on said maps, or 12 inches above the crown of all adjacent roads, whichever is greater.
- (d) *Specific standards for AO-zones.* Located within the areas of special flood hazard established in subsection 72-746(b) are areas designated as shallow flooding areas. These areas have flood hazards associated with base flood depths of one to three feet, where a clearly defined channel does not exist and the path of flooding is unpredictable and indeterminate; therefore, the following provisions shall apply:
 - (1) All new construction and all substantial improvements of residential structures in all AO zones shall have the lowest floor, including basement, elevated above the highest adjacent grade at least one foot higher than the depth number specified in feet on the FIRM or 12 inches above the crown of all adjacent roads, whichever is greater. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to no less than three feet above the highest adjacent grade. The following exceptions shall apply:
 - a. The floor of accessory structures as defined in section 72-245, Definitions.
 - b. The lowest floor of a garage used solely for the purpose of parking vehicles shall be elevated above the highest grade at least as high as the depth number specified in feet on the FIRM. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to no less than two feet above the highest adjacent grade.
 - c. The floor of a substantial improvement of any residential structure with a certificate of completion permitted prior to the adoption of Ordinance No. 88-3, January 19, 1988, shall have the lowest floor elevated above the highest grade at least as high as the depth number specified in feet on the FIRM. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to no less than two feet above the highest adjacent grade.
 - (2) All new construction and all substantial improvements of nonresidential structures shall:
 - a. Have the lowest floor, including basement, elevated above the highest adjacent grade at least one foot higher than the depth number specified in feet on the FIRM or 12 inches above the crown of all adjacent roads, whichever is greater. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to at least three feet above the highest adjacent grade; or
 - b. Together with attendant utility and sanitary facilities, be completely floodproofed to that level required to meet the floodproofing standard specified in subsection 72-749(b)(2).
 - c. The following exceptions shall apply:
 1. The floor of accessory structures as defined in section 72-245, Definitions.

2. The floor of a substantial improvement of any nonresidential structure with a certificate of completion permitted prior to the adoption of Ordinance No. 88-3, January 19, 1988, shall have the lowest floor elevated above the highest grade at least as high as the depth number specified in feet on the FIRM. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to no less than two feet above the highest adjacent grade.
- (3) Adequate drainage paths around structures shall be provided on slopes to guide water away from structures.
- (4) Fully enclosed areas below the lowest floor that are subject to flooding shall meet the nonelevation design requirements of subsection 72-749(b).
- (e) *Specific standards for coastal high hazard areas (V-zones).* Located within areas of special flood hazard established in subsection 72-746(b) are coastal high hazard areas, designated as zones V1-30, VE, or V (with BFE). The following provisions shall apply for all development activities located within these areas:
 - (1) Applicant must meet the requirements of subsection 72-748(a), subsection 72-749(a), subsection 72-749(b) (except subsections 72-749(b)(7), (c), (e).
 - (2) All new construction and substantial improvements in zones V1—V30, VE, and V (with BFE) shall be elevated on pilings or columns so that:
 - a. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to no lower than two feet above the base flood elevation whether or not the structure contains a basement; and
 - b. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values shall be those values associated with the base flood. Wind loading values shall be those values required by applicable State of Florida or local, if more stringent than those of the State of Florida, building standards.
 - (3) A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this section.
 - (4) Applicant must obtain and provide the elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures. The floodplain administrator shall maintain a record of all such information.
 - (5) All new construction and substantial improvements shall be located landward of the reach of mean high tide.
 - (6) All new construction and substantial improvements shall have the space below the lowest floor either free of obstruction or constructed with nonsupporting breakaway walls, open wood lattice work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than ten and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance

of 20 pounds per square foot (either by design or when so required by local codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- a. Breakaway wall collapse shall result from water load less than that which would occur during the base flood;
 - b. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). The water loading values shall be those values associated with the base flood. The wind loading values shall be those values required by applicable Florida or local, if more stringent than those of the State of Florida, building standards; and
 - c. Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be finished, partitioned into multiple rooms, or temperature-controlled.
- (7) The use of fill for structural support is prohibited. No development permit shall be issued for development involving fill in coastal high hazard areas unless it has been demonstrated through appropriate engineering analyses that the subject fill does not cause any adverse impacts to the structure on-site or adjacent structures.
 - (8) Manmade alteration of sand dunes and mangrove stands that would increase potential flood damage is prohibited.
 - (9) Standards for manufactured homes.
 - a. No new placement of manufactured homes (including "house trailers" as defined in F.S. § 316.003(15)) shall be allowed, except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of subsection 72-749(a)(2) and the elevation standards of subsection 72-749(b)(4)a. are met.
 - (10) Placement of recreational vehicles, except in an existing recreational vehicle park is prohibited. Those which are placed in an existing recreational vehicle park must be on-site for fewer than 180 consecutive days, fully licensed and ready for highway use (on its wheels or lacking system), attached to the site by quick-disconnect type utilities and security devices, and have no permanently attached additions. There shall also exist a plan for removal in case of a threat.
 - (11) For all structures located seaward of the coastal construction control line (CCCL), the bottom of the lowest horizontal structural member of the lowest floor of all new construction and substantial improvements shall be elevated to the flood elevation established by the Florida Department of Environmental Protection or the base flood elevation, whichever is the higher. All nonelevation design requirements established in subsections 72-749(e)(2) through (11) shall apply.
 - (12) When fill is proposed, in accordance with the permit issued by the Florida Department of Health, in coastal high hazard area, the development permit may be issued only upon demonstration by appropriate engineering analyses that the proposed fill will not increase the water surface elevation of the base flood, nor cause any adverse impacts to adjacent properties by wave ramping and deflection.

(Ord. No. 2011-24, § I, 9-8-11; Ord. No. 2013-20, § IX, 12-12-13)

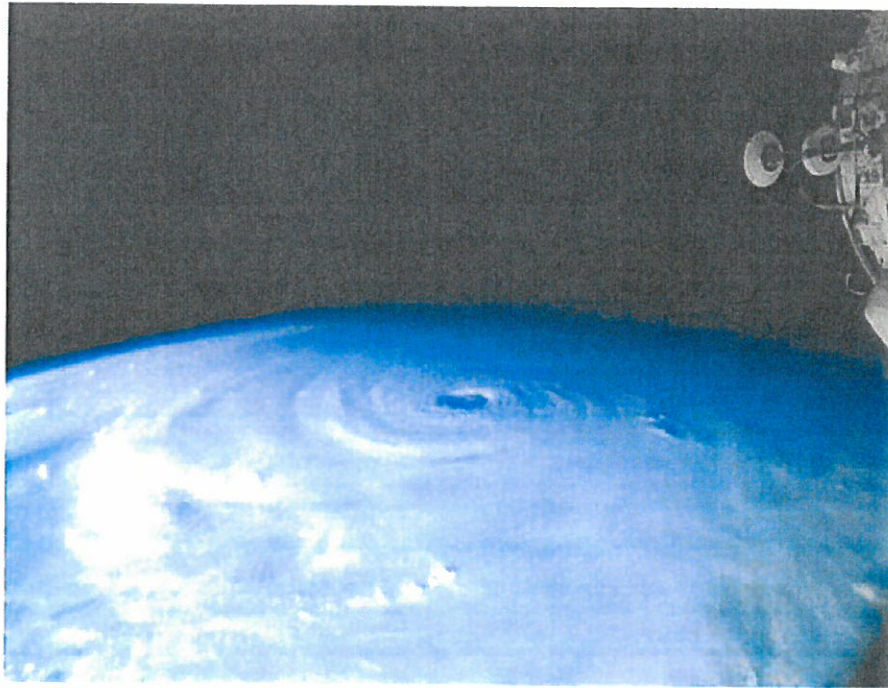
Sec. 72-753. - Structures in regulatory floodway.

Variances shall not be issued within any designated floodway if any impact in flood conditions or increase in flood levels during the base flood discharge would result.

(Ord. No. 2011-24, § 1, 9-8-11)

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VOLUSIA COUNTY EVACUATION SHELTER PLAN



Volusia County Emergency Management

2012

VOLUSIA COUNTY EVACUATION SHELTER PLAN

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I. Introduction

This Plan serves as a guide for Volusia County on opening and operating evacuation shelters during impact and host scenarios. This Plan takes effect whenever it is necessary to open an evacuation shelter, upon the recommendation of the Director of Emergency Management Division, coordinated with the American Red Cross and other agencies, as required.

Sheltering requirements associated with more localized events (i.e., flooding, tornadoes, hazardous materials incidents) will require more flexibility due to the limited scope and duration of sheltering. Municipalities must retain direct control and access of facilities within the respective jurisdictions that may serve as shelters.

These facilities should be identified and pre-coordinated with the local chapter of the ARC. In all cases, sheltering concerns and requirements must be coordinated through the Volusia County Emergency Management Division.

Volusia County has designated primary and secondary evacuation shelters outside of the storm surge area for use during tropical storms and hurricanes. Evacuation shelters will also be opened for any other natural or man-made disaster, as required. Evacuation shelters may need to be opened to host citizens from other counties should those counties be impacted with an event that requires an evacuation to be ordered.

Sheltering requirements for people with special needs are addressed in separate procedures.

In order to optimize evacuation shelter operation, shelters have been designated as "Tier One" (first opening) and "Tier Two" (second opening). The order and location of evacuation shelter openings will be situation dependent; based on the event, it may be necessary to open a Tier Two evacuation shelter prior to opening a Tier One evacuation shelter. Evacuation shelters are under continuous review by ESF 6, county, municipal and school board officials and are subject to modification or change as facility conditions, demographics, and availability dictate.

II. Purpose

The purpose of Emergency Support Function 6 (Mass Care) is to coordinate activities involved with the emergency provision of temporary short and long-term evacuation shelters, emergency mass feeding, and the bulk distribution of coordinated relief supplies for victims of a disaster and disaster workers.

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The complexity involved in evacuation sheltering requires the involvement of the majority of Emergency Support Functions, as described in the paragraphs that follow.

III. Authorities and Responsibilities

A. The authority that guides this plan and its operating procedures is:

Chapter 252, Florida Statutes; Volusia County Ordinance 46-1.

B. State agencies involved in evacuation sheltering operations

At the State level, the primary agency is the Department of Business and Professional Regulation. Support agencies include:

- The American Red Cross
- Department of Agriculture and Consumer Services
- Department of Education
- Department of Elder Affairs

C. Local support agencies include:

- The Volusia County Emergency Management Division
- The American Red Cross
- The Salvation Army
- Volusia County School Board
- Volusia County Department of Health
- Volusia County Council on Aging
- Volusia County Animal Control
- Volusia County Community Information
- Volusia County Sheriff's Department
- Volusia County Division of Corrections
- Volusia County Traffic Engineering
- Area Chambers of Commerce
- Votran
- Florida Department of Transportation
- Florida Highway Patrol
- Municipal Law Enforcement Agencies
- Volusia County Fire Services

D. Responsibilities

During the operation phase of any evacuation sheltering scenario, ESF 6 will operate in accordance with the procedures described herein and the current version of its Standard Operating Procedure (SOP).

Lead and support agencies will provide sufficient personnel to staff ESF 6 24 hours a day, 7 days a week. Staff must be qualified personnel able to facilitate decision making for the agency they represent.

Emergency Support Function Six has a broad scope of duties and responsibilities, including the following:

Volusia County Evacuation Shelter Procedures

- Ensuring the coordination of evacuation sheltering activities during all phases of Emergency Management.
- Ensuring the coordination, establishment, and operation of mass feeding to include mobile feeding units, fixed feeding sites, base camps, and comfort stations.
- Ensuring the appropriate management and care of People with Special Needs (PSNs).
- Coordinating with ESF 15 (Volunteers and Donations) regarding the use of voluntary agencies that regularly or spontaneously engage in providing mass care.
- Assisting with pre-planning for mass care operations (evacuation shelter and feeding) in designated evacuation shelter facilities during an evacuation or host evacuation shelter scenario.
- Develop and maintain a roster of people personnel trained to staff ESF 6.
- Ensuring the presence of resource materials including:

1. Current evacuation shelter listings.
2. Locations of all operating mass feeding sites.

- Provide information on hotels for additional evacuation shelter spaces.

Specific Agency Responsibilities:

Volusia County Emergency Management Division:

- Activate the impact and host evacuation shelter plans.
- Coordinate with the State EOC, other counties, and all participating agencies.
- Coordinate localized shelter operations requirements with municipalities, the VCSB, and ARC.
- Coordinate the submission reimbursement claims to the State on behalf of the various agencies.
- Maintain a current list of designated evacuation shelters with location, host/risk/PSN capacity, generator capability (if applicable), and ARC 4496 certification status.

The American Red Cross:

- Provide resources to open host evacuation shelters (evacuation shelter managers, food, etc.)
- Provide secondary non-school facility shelters.
- Provide bulk supplies and transport for the supplies to disaster affected areas.
- Maintain a database to facilitate the location of family members for relatives/friends inquiring from outside the affected area.
- Inform the EOC on a routine basis concerning evacuation shelter occupation status and the general condition of the evacuation shelters.

The Salvation Army:

- Provide mobile and fixed feeding sites.

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- Open and manage comfort stations and base camps.
- Assist in the distribution and management of purchased/donated relief items.

The Volusia County School Board:

- Support ESF 6 by providing personnel and facilities for evacuation shelters.
- Provide transportation to evacuation shelters in coordination with Votran.
- Maintain appropriate memorandum of agreement with ARC for reimbursement of sheltering and mass care costs as appropriate.

The Volusia County Department of Health:

- Provide medical personnel to staff Persons with Special Needs evacuation shelters.
- Maintain appropriate memorandums of agreement

The Volusia County Council on Aging:

- Provide personnel to assist in the management of Persons with Special Needs (maintaining rosters, responding to out-of-county inquiries concerning the location of PSNs, and any other assistance as may be needed).

The Volusia County Animal Control Department:

- Provide protective care, feeding, and identification of animals; provide rescue for animals separated from their owners.

The Volusia County Community Information Department:

- Ensure that Volusia County residents are provided with pertinent information concerning evacuation shelter operations.

The Volusia County Sheriff's Department and the Volusia County Department of Corrections:

- Direct evacuees (both impact and host) to evacuation shelters.
- Department of Correction provide Lead Agency service for ESF-11.
- Provide security at designated evacuation shelters based on prior agreement with the Volusia County School Board. Security staffing requirements will vary with evacuation shelter and occupancy rates; the following are the minimum requirements for staffing Tier One Evacuation Shelters:

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Tier One Evacuation Shelters ¹	Security Requirement		Evacuation Shelter	Security Requirement		Evacuation Shelter	Security Requirement		Evacuation Shelter	Security Requirement	
	Impact	Host		Impact	Host		Impact	Host		Impact	Host
Atlantic HS	4	4	Pine Trail ES	1	1	Deltona HS	4	4	Galaxy MS	3	3
Horizon ES	1	1	Sweetwater ES	1	1	Deltona Lakes ES	1	1	Heritage MS	3	3
Palm Terrace ES	1	1	Manatee Cove ES	1	1	Discovery ES	1	1	Freedom ES	1	1
Pathway ES	1	1	DeBary ES	1	1	Forest Lake ES	1	1	Osteen ES	1	1
Creekside MS	3	3	DeLand MS	3	3	Friendship ES	1	1	Pine Ridge HS	4	4
DeLand HS	4	4	Hinson MS	3	3	Campbell MS	3	3	Mainland HS	4	4
Cypress Creek ES	1	1	NSB HS	4	4	Citrus Grove ES	1	1	Timbercrest ES	1	1
Spirit ES	1	1	Pride ES	1	1	River Springs MS	3	3	Volusia Pines ES	1	1
Sunrise ES	1	1	Champion ES	1	1	Friendship ES	1	1	University HS	4	4

The following is the security staffing requirement:

Shelter Capacity	VCSO	DOC/BS
125	1	
250	1	2
300 – 500	2	2

The Volusia County Traffic Engineering Department:

--Design evacuation shelter information signs and install them in appropriate locations to facilitate public notification of evacuation shelter locations.

--Ensure that Variable Message Boards (VMBs) are in place at appropriate areas throughout the county to provide evacuees (during impact and host scenarios) with appropriate directions/evacuation shelter information.

--Coordinate any other traffic related activities as requested by the Office of Emergency Management Division.

VOTRAN:

--Coordinating with the Volusia County School Board for the triage and transportation of Special Needs Patients to the Special Needs Evacuation shelters throughout the county.

The Florida Highway Patrol and local municipal law enforcement agencies:

--Monitor road conditions;

--Provide traffic control and reporting road conditions to the EOC on a regular basis.

¹ Red denotes Special Needs Evacuation Shelters

Volusia County Evacuation Shelter Procedures

The Daytona Beach Chamber of Commerce/Volusia County Hotel/Motel Association:

- Provide volunteers to coordinate with area hotels/motels to monitor capacity levels and general conditions at the hotels/motels being used as evacuation shelters.

IV. Scenarios

A. Impact

As previously indicated, in the event of a hurricane or other countywide emergency, the decision to open evacuation shelters will be made by the Director of Emergency Management or his representative. In most cases, the decision to open evacuation shelters will be made in conjunction with a Declaration of a State of Local Emergency by the county. The decision will be immediately provided to the Red Cross, which has the responsibility to open the evacuation shelters, and to the School Board. For a localized disaster, a request to open evacuation shelter facilities will be made by the appropriate agency (i.e. Emergency Management, law enforcement or fire department) to the Red Cross.

With the exception of special needs evacuation shelters, all public evacuation shelters will be staffed and operated by the Volusia County School Board, who will ensure potential evacuation shelter staff are trained in accordance with Red Cross procedures. Minimum Red Cross staffing requires an evacuation shelter manager, assistant manager, nursing coverage and registrar. Law enforcement agencies (Sheriff's Office, municipal police departments, Volusia County Department of Corrections, and Volusia County Beach Patrol) will provide 24-hour security at each evacuation shelter within their jurisdiction. RACES will provide communications support at each evacuation shelter.

Most public evacuation shelter facilities for countywide emergencies will be located at public schools or appropriate municipal facilities. Selected churches which have agreements with the Red Cross may also serve as public evacuation shelters. The designated public schools to be used as public evacuation shelters will be reviewed periodically by an evacuation shelter verification group consisting of the Volusia County School Board, Red Cross, and Emergency Management personnel. This group will ensure that the best available public school facilities are chosen to meet evacuation shelter requirements primarily based on safety criteria (i.e. Red Cross evacuation shelter selection criteria, ARC 4496). Refer to Figures 1 through 4 for current evacuation shelter listings, capacity figures, auxiliary power capability, and West Volusia evacuation shelter traffic management plan.

Logistical requirements for evacuation shelters are a joint responsibility of the Red Cross and School Board. The School Board and Red Cross will ensure a minimum three-day supply of food, in addition to sufficient water and sanitation facilities at each designated public school evacuation shelter. These two organizations will also ensure that food service and janitorial personnel support is available. Replenishment of food, water and other supplies is a Red Cross responsibility in coordination with the School Board and any other agency involved with evacuation sheltering.

The possibility exists in a large-scale hurricane evacuation, especially one which involves several south and central Florida counties, that evacuation routes will become grid locked and will need to be cleared as a hurricane approaches the area. In this event, some form of refuge of last resort will be needed to protect stranded motorists' lives. Refuges of last resort would include such structures as government buildings, churches, additional schools, and commercial buildings. (A list of such potential facilities is maintained separately from the CEMP). These refuges are not designated as official Red Cross public

Volusia County Evacuation Shelter Procedures

evacuation shelters and will have minimal, if any, support available; they will merely serve stranded motorists who would be safer in the designated facility than in a car.

B. Host Sheltering

This section examines Volusia County's capabilities to provide host evacuation shelters for risk counties during a large-scale disaster. Volusia County has numerous facilities to house large numbers of people. Additionally, the county has a viable road network. Evacuees to Volusia County have various ways of entering without causing serious traffic problems. Law enforcement personnel will be able to manage traffic and divert evacuees from one entrance to another. The Volusia County Sheriff's Office and municipal police departments have sufficient personnel to assist in traffic management and security during an activation of host response evacuation shelters as directed by the Governor's Executive Order.

As a general policy, Volusia County will maintain sufficient capacity to provide Florida residents emergency shelter space in a host shelter scenario.

The priority of host shelter space will be hotels/motels in the vicinity of I-4 and I-95; non-school facilities (ARC designated) in the vicinity of I-4 and I-95; and designated High Schools in the vicinity of I-4 and I-95.

ESF 6 will designate those facilities that will serve as host evacuation shelters. School facilities will be managed by Volusia County School Board personnel. Non-school facilities will be managed by American Red Cross volunteers. Host evacuation shelters will close upon notification from the State and risk counties that it is safe for host evacuees to return to their county of origin.

Volusia County's Emergency Management Director, upon the request of the State Emergency Operations Center and in conjunction with the Governor's Executive Order, will activate the Host Evacuation Shelter Plan. The County will engage in conference calls with the State Emergency Operations Center, risk counties, and other host counties for briefing on traffic conditions and the number of evacuees to expect. Upon receipt of a state mission, the county will coordinate its host response activities such as traffic management, host evacuation sheltering, and public information. The county will contact the Volusia County Hotel/Motel Association for current hotel/motel capacity information; the American Red Cross and Volusia County School Board to prepare to open host evacuation shelters; the Volusia County Sheriff's Office to implement traffic management procedures according to the anticipated traffic flow; and the Public Information Officer for issuing general notification to the public.

Prior to activating the Host Evacuation shelter Plan, the county will first determine which host evacuation shelters are available. If evacuation shelters are reserved (such as the Ocean Center), the planned events may have to be postponed or rescheduled. If not, the county will advance to the next tier of evacuation shelters based on the number of people expected. In addition, the county will decide how many host evacuation shelters will be opened based on the information it receives from Emergency Operations Centers within risk counties and from the State.

After evacuation shelters have been opened, the American Red Cross will notify the county concerning evacuation shelter capacity every hour (this timeframe may be adjusted as is necessary). As one

Volusia County Evacuation Shelter Procedures

primary level evacuation shelter reaches capacity, another will be opened. When all primary level evacuation shelters are full, the county will advise the American Red Cross to advance to the next level.

There are a number of potential host evacuation shelter facilities available in Volusia County. Use of these facilities depends on a number of criteria. The criteria used to identify host evacuation shelters in Volusia County are based on the American Red Cross 3031 guidelines. They include the following:

1. Capacity. The facility should accommodate people based on available space of 20 square feet per person for short-term evacuation sheltering. Long-term evacuation sheltering should be 40 square feet per person.
2. Amenities. The evacuation shelter should have adequate toilet and bathing facilities; adequate supply of drinking water; and facilities for storing, cooking, and/or serving food.
3. Staff. There should be sufficient people to staff all evacuation shelter functions such as registration, management of facility, feeding, and caring for people with special needs.
4. Availability. It should be possible to utilize the facility without disrupting the normal day-to-day operations of the county, especially since Volusia County will not be under a state of emergency.
5. Protection: The evacuation shelter should have adequate fire and police protection as listed in the tables on page five.

The Volusia County Emergency Management Division will coordinate with the American Red Cross, risk counties, and the State EOC to determine at what point to begin returning host evacuees to their county of origin.

V. Communications

Policy. Each School Board facility activated as an evacuation shelter shall maintain communications with either the Volusia County School Board or the CEOC.

Priority of communications is as follows:

1. Telephone
2. 800 MHz radio
3. Internet (email)

Each evacuation shelter manager (VCSB only) shall be issued one hand-held 800MHz radio. The primary channel for communication with the Emergency Operations Center shall be EM Admin talk group within the county-wide 800 MHz radio system.

Evacuation Shelter managers shall provide periodic (hourly unless circumstances dictate otherwise) situation reports to the Emergency Operations Center. These reports should include such information as capacity, problems encountered, assistance needed, evacuation shelter status (i.e., flooding, civil disturbance, or other significant events), and general comments on the operation of the shelter.

Volusia County Evacuation Shelter Procedures

VI. Pets

Policy. Emergency general population evacuation shelters identified in the 2012 Official Disaster Preparedness Guide can accept pets. However, it is preferable if pet owners plan ahead of time to board their pets at a kennel, a veterinary hospital, or with friends/relatives. It is advisable to tattoo or have a microchip surgically implanted in your pet(s) for ease of identification should it/they become lost.

Volusia County has several pet evacuation shelters that will become operational with the opening of emergency evacuation shelters. Pet evacuation shelters will require proof of rabies vaccination within the last 12 months. Check with the Volusia County Animal Control Department [(386) 740-5241] for any other requirements for boarding your pet at a pet evacuation shelter.

Policy. Owners are expected to provide a means of transporting their pets (a carrier or crate), food, water, any special medications, identification, and a leash. Owners will be expected to stay at the same evacuation shelter with their pet(s), and must provide their own bedding.

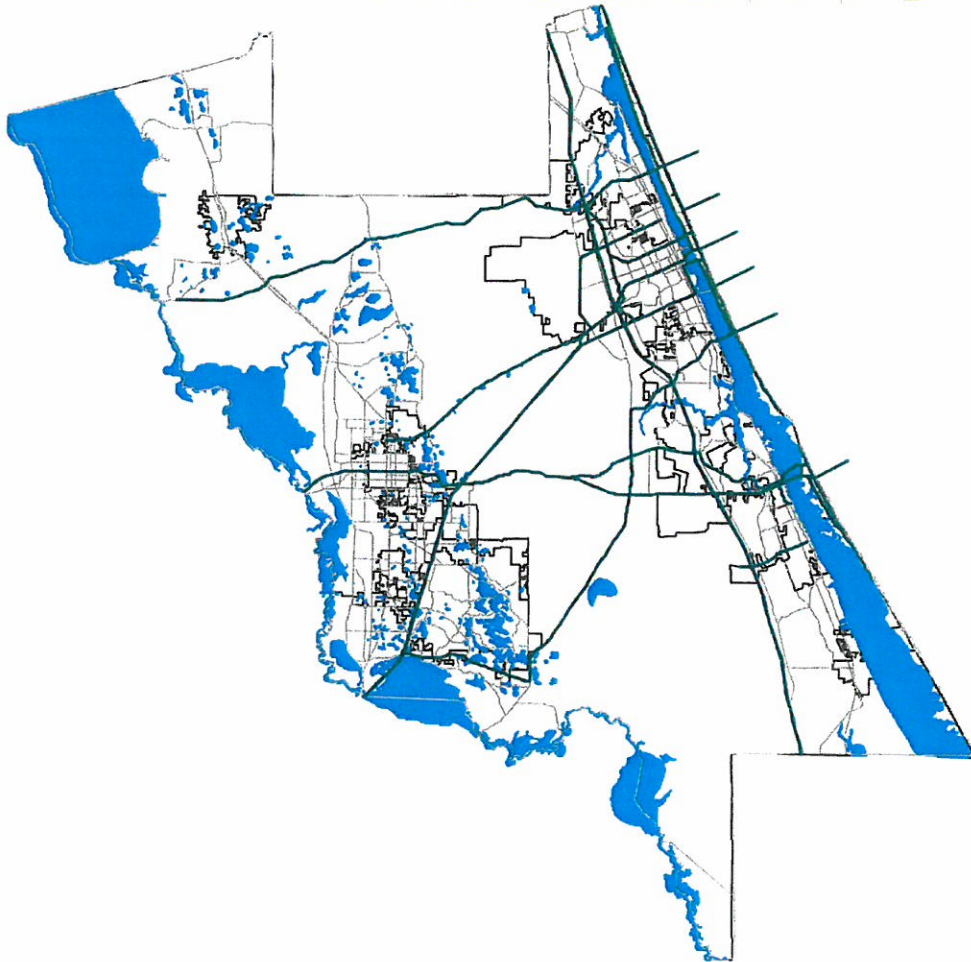
A directory of hotels/motels that accept pets is available online at:

<http://www.collierem.org/pets/index.html>

Additional information on boarding pets is available at local veterinarians' offices and the local humane society.

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VOLUSIA COUNTY



EVACUATION PROCEDURES*

*These procedures are an integral part of the Volusia County Comprehensive Emergency Management Plan (CEMP) adopted by the County Council as Appendix A to the Basic Plan. This Annex will be updated annually prior to the commencement of hurricane season (June 1) every year.

Volusia County Evacuation Procedures

1. Evacuation for a localized disaster ("Unprogrammed")

- (a) Evacuation for a localized disaster will be initiated by an emergency response incident commander based on the threat to areas adjacent to the disaster site. The principal of "graduated response" applies to actions taken if a localized disaster causes evacuations from threatened areas. Any evacuations will be dictated by the situation and by the decision of the incident commander. Localized evacuations will be coordinated and administered by emergency response officials using local resources, in accordance with local operating procedures. Local jurisdictions have established mutual aid agreements with neighboring municipalities to provide expanded resource availability, should the need arise. In the event of a multi-jurisdictional evacuation incident, the Chair, Volusia County Council may issue a "Declaration of Local State of Emergency," and an Evacuation Order in support of one or more municipalities. This decision will be made following consultation with the Manager's Advisory Group.
- (b) All County assistance and support for multi-jurisdiction evacuations will be coordinated from the CEOC under the direction and control of the Director of Emergency Management. Policy decisions (such as deploying personnel, determining evacuation routes, opening shelters) will be made by the Manager's Advisory Group.

2. Large scale evacuation ("Programmed")

- (a) Due to the unique geography of our state and the significant risks associated with our high density coastal populations, all evacuation and supporting public protection actions undertaken for any hurricane scenario must be thoroughly coordinated with the SEOC in accordance with the State of Florida Regional Hurricane Evacuation Plan.
- (b) When the Director of Emergency Management determines that an approaching hurricane (or other emergency potentially threatening large portions of the County) presents a danger to Volusia County, the Manager's Advisory Group will be convened. If appropriate, the Group will recommend that the County Council declare a State of Local Emergency. The Council may issue an Evacuation Order concurrent with the Declaration, or at a later date if circumstances warrant.
- (c) Based upon the recommendation of the Volusia County Emergency Management Director (in coordination with the County Attorney and Manager's Advisory Group), the County Council will issue local declarations of emergency, and if appropriate, supporting evacuation orders for the residents of Volusia County to clarify general declarations and orders from the Governor associated with regional and other large-scale evacuations which may include Volusia County.
- (d) General evacuation procedures will be modified based upon the hazard and areas at-risk, i.e., wildfires, in order to provide the maximum degree of timely, public protection possible.

3. Evacuation areas

- (a) For localized and potentially short duration circumstances where an evacuation has been directed by an emergency response incident commander, those living in affected areas should depart as soon as possible to a safe location. Recommended destinations include in priority of convenience: homes of friends or relatives, hotels/motels, similar out of county destinations, or as a last resort, designated public shelters.
- (b) For hurricane evacuation purposes, evacuation areas will be determined by storm intensity and predicated area(s) of storm surge impact.

Additionally, residents of mobile/manufactured homes and low-lying/ known flood prone areas will also evacuate for any category hurricane.

Note: Maps showing SLOSH zones within separate municipal jurisdictions are provided in the Volusia County Disaster Preparedness Guide (DPG):
<http://www.volusia.org/storm/default.htm>

4. Evacuation routes and timing

- (a) Evacuation routes have been coordinated between Emergency Management, Sheriff's Department, FHP, Florida DOT, County Road and Bridge Department, Traffic Engineering, and local municipalities. The main evacuation routes are the major roadways in the County. These include the interstate system (I-95, I-4), U.S. highways (U.S. 1, U.S. 92), state roads (S.R. 40, S.R. 421, S.R. 44, S.R. 415, S.R. 5A, S.R. 442, S.R. A1A).
- (b) Individuals evacuating from locations within the county will be directed to use these routes as their primary means of egress to their intended safe destination in or outside the county. Individuals evacuating to shelters will use the most direct route to their shelters either within Volusia County or to closest shelters in adjacent counties (Brevard, Seminole, Flagler).

To facilitate Volusia residents evacuating and seeking emergency shelter in the Deltona area, additional procedures have been established shelter information points (SIP). Two evacuation routes (1) via S.R. 44 to S.R. 415 to Howland Boulevard to Pine Ridge High School, and (2) via S.R. 44 to I-4 westbound extension to Howland Boulevard to Deltona High School. Additional sheltering information is contained in the shelter annex to the Comprehensive Emergency Management Plan (CEMP).

- (c) To ease traffic congestion especially for CAT 3-5 storms, barrier island residents will be advised through the media to consider leaving as early as possible before a mandatory evacuation order goes into effect. If the likelihood of an impact scenario exists, mobile/manufactured home residents, and those residing in known flood prone areas, will also be advised to consider evacuating before a mandatory evacuation order is issued.
- (d) Actions to evacuate specialized populations (such as PSN's), evacuating hospitals assisted living facilities and nursing homes will initiate evacuation actions in advance of the evacuation timing for the general public.

- (e) A mandatory evacuation order will be issued to ensure sufficient clearance time for the indicated at-risk population to evacuate threatened areas before the arrival of tropical storm-force winds (winds > 39 mph).

5. Traffic Flow and Control

- (a) To maintain a continuous flow of traffic both internally and throughout the designated evacuation routes leading out of the County a traffic control plan has been developed by the various law enforcement agencies, Florida DOT, and County traffic engineers. Traffic control points are designated at critical intersections throughout the County. Law enforcement agencies are responsible to provide the necessary personnel at each traffic control point within respective jurisdictions.
- (b) Specific traffic management plans are maintained by each jurisdiction and coordinated through ESF 16 (Law Enforcement).
- (c) Upon issuance of evacuation orders, jurisdictions will execute traffic control plans for respective jurisdictions in close and continuous coordination with ESF 16 (Law Enforcement). **NO CHANGE TO REGULAR TWO-WAY TRAFFIC FLOW ON ALL STATE AND LOCAL HIGHWAYS WITHIN VOLUSIA COUNTY WILL BE IMPLEMENTED INITIALLY OR ARE ANTICIPATED UNLESS OTHERWISE DIRECTED BY ESF 16.**
- (d) All traffic flow on **INTERSTATE HIGHWAYS** within Volusia County and within adjacent counties **WILL REMAIN TWO WAY**, unless otherwise directed by the Florida Highway Patrol as coordinated through ESF 16 and the State of Florida.
- (e) Within respective jurisdictions, State, county, and municipal law enforcement agencies will provide traffic control measures and security along traffic routes. County and municipal law enforcement will also coordinate emergency vehicles for evacuation routes to assist evacuees with vehicle problems or, if necessary, to remove vehicles from travel lanes on evacuation routes within respective jurisdictions.
- (f) Requests for additional personnel or equipment to assist with traffic control and security must be coordinated through ESF 16 at the VCEOC to eliminate unnecessary duplication and timely response to requests.
- (g) The decision to temporarily suspend services from law enforcement, fire rescue and emergency medical personnel will be based upon localized conditions, from hurricane weather projections provided in VCEOC hurricane advisories. **AS A GENERAL GUIDELINE, MOST HIGH-PROFILE VEHICLES SHOULD TERMINATE FIELD OPERATIONS AND BE RELOCATED TO SAFER LOCATIONS WHEN SUSTAINED WINDS REACH 45-50 MPH.** The decision to temporarily suspend these services will be made by local jurisdictions **BUT ONLY AFTER** coordination with the Volusia County Emergency Operations Center (VCEOC).
- (h) All hurricane evacuations are programmed for completion before the arrival of tropical storm force winds (winds > 39 mph).

NOTE: *The Volusia County Disaster Preparedness Guide (DPG) provides all-hazard preparedness information, and regional-specific information on evacuation areas, routes and procedures.*

- (i) The 2011 East Central Florida Hurricane Evacuation Study update provides estimates for in-County clearance times derived through a transportation modeling process. The study's estimates for 2010 are as follows:

CATEGORY 1/2	9/13 hours
CATEGORY 3	18/20 hours
CATEGORY 4/5	24/38 hours

Evacuation decisions will be timed to provide the at-risk population the maximum amount of time to safely evacuate based upon each hurricane scenario.

6. Emergency transportation

- (a) Evacuees requiring transportation assistance may use public transportation generally available within the areas to be evacuated and is coordinated through ESF 1. Public transportation will assist evacuees who cannot drive or have no other means of transportation. All evacuees using emergency transportation will be taken to public shelters. Transportation will also be available to return to the evacuated areas after reentry is authorized.
- (b) Evacuation of non-ambulatory personnel will be coordinated through ESFs 1, 8, and 4/9 as required. Transportation and medical requirements will be considered in establishing procedures to move these personnel to safe shelter. Individuals who are not in residential health care facilities but require special medical attention will be moved to special needs shelters or preferably to the home of a relative or friend by prior arrangements with parties involved. Individuals requiring either transportation and/or special medical assistance during emergencies are urged to register in the special needs database through Volusia County Emergency Management Services. Individuals requiring assistance during emergencies should call VOTRAN using the telephone numbers advertised in the Disaster Preparedness Guide.
- (c) Personnel who evacuate and who desire to take companion pets (dogs, cats) with them to public shelters must plan to use the People and Pet Shelter locations advertised in the Disaster Preparedness Guide. All pets must be in pet carriers or containers.
- (d) Personnel located within areas considered at-risk covered in evacuation orders who indicate potential inability to care for themselves and who refuse to evacuate only because they do not desire to be separated from their companion pets (dogs, cats) may be evacuated to the closest appropriate public shelter with pets on a case by case basis, based upon the discretion of emergency personnel involved with evacuation notification and enforcement. In these circumstances, pets must be transported in pet carriers. Pets will be located in a separate location as determined by the receiving public shelter manager. Every reasonable attempt must be made to relocate people from areas that are at significant risk based on the apparent hazards and time-constrained situations.

7. Drawbridges

- (a) Volusia County has seven drawbridges, five on the Halifax River and two on the St. Johns River. Three of these bridges are controlled by Volusia County (Highbridge, Mainstreet, and Silver Beach/Orange Avenue) and three are controlled by the State (Astor, N. Bridge, and Whitehair).
- (b) During the latter stages of a hurricane evacuation, it will become necessary to "lockdown" the lifting spans of the drawbridges (when winds reach 39 MPH sustained). This action, taken by the agency responsible for bridge tending operations in coordination with the United States Coast Guard, will protect the moving parts of the bridge during the anticipated strong winds. Upon completion of "lockdown" marine traffic will not be able to proceed through that bridge. The authority to regulate marine traffic as supported by drawbridge operations rests with the U.S. Coast Guard and must be further coordinated with agencies represented within the VCEOC in accordance with the FDOT District 5 Movable Bridge Emergency Operation Plan. ESF 16 has lead responsibility as supported by ESF 3 (Public Works- Bridge Division), the U.S. Coast Guard, and FDOT liaison at the CEOC.
- (c) In the interim period after issuance of the evacuation order and before total "lockdown" is executed, drawbridges will be raised on the hour (**ONLY IF BOAT TRAFFIC IS PRESENT**) as approved by the USCG. Action taken to "lockdown" drawbridges may be initiated by controlling agencies (FDOT, Volusia County, and USCG) as early as necessary (generally within an eight hour period immediately before the anticipated arrival of tropical storm force winds) in order to complete "lockdown" before these damaging winds arrive. Termination of "lockdown" actions will be based upon public safety assessments associated with re-entry authorizations.
- (d) Traffic direction flow over all bridges (high-rises and drawbridges) from the north and south peninsula to mainland locations will be the same as experienced during normal day-to-day traffic operations. Unless otherwise noted, **ALL BRIDGES WILL HAVE TWO-WAY TRAFFIC DURING PERIODS OF MANDATORY EVACUATION IN ORDER TO MINIMIZE CONFUSION AND PROMOTE SAFE TRAFFIC FLOW.**
- (e) Once mandatory evacuation has begun, municipal law enforcement agencies responsible for traffic control of bridges within their jurisdiction, will closely monitor and progressively tighten restrictions on eastbound traffic over the bridges. At a point in time close to the pending arrival of tropical storm-force winds, law enforcement agencies will prohibit eastbound entry over bridges except for emergency vehicles, and other public service providers as may be required within reasonable safety precautions.

8. Re-entry After Evacuations

- (a) **General Re-entry.** The Volusia County Sheriff has authority over re-entry to all previously evacuated areas. General reentry to all areas previously evacuated will be authorized based upon public safety and security concerns, operational requirements for search and rescue, and the need to reestablish property owners on their property. This reentry policy will be established as soon as possible and with as few restrictions and limitations as possible coincidental with public safety requirements. The decision to establish general reentry will be evaluated through continuous coordination among the various county and state agencies, municipal law enforcement agencies, and adjacent

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counties. Based upon these concerns and the information available from local and state agencies, the Director of Emergency Management will recommend general reentry actions for Manager's Advisory Group approval. The Manager's Advisory Group has the authority and will establish times, procedures, and any restrictions to allow reentry to evacuated areas and to recommend for County Council action to terminate any local declaration of a state of emergency. Under the most severe scenarios, reentry will most likely be a geographically dependent, gradual process depending on the extent and location of damage throughout the County.

- (b) **Coordination Procedures.** In all areas, general reentry will be prohibited until the area in question has been declared safe as determined by the County and municipalities. Appropriate agencies (i.e. law enforcement, Public Works, fire, search and rescue and property appraisers) will advise the Director of Emergency Management *and when an area is considered safe for general reentry. Reentry to evacuated areas must be coordinated through VCSO among municipal law enforcement agencies, as well as with adjacent counties to ensure adequate traffic control and security for residents returning to the evacuated areas. Bridges, while under the operational traffic control of the municipality in which it is located, will not re-open until all coordination is completed. Unless otherwise advised by the Manager's Advisory Group of the VCEOC, all general and restricted reentry times and locations must be coordinated before enforcement agencies take action and the public is notified. General and Special Needs Shelter staff will be notified by ESF 2 when general re-entry has been authorized.*

- (c) **Restricted Re-entry.** Restricted Re-entry to areas will be established when all or segments of areas evacuated have been subjected to disaster damages that make them either not completely safe or accessible for general return of residents and other property owners *en masse*. Access to the restricted areas will be based upon general need of property owners to assess and initiate repair of damages, restoration of infrastructure services and governmental operations associated with disaster management **ONLY**. Security check points will be established and operated by the jurisdiction(s) involved. Procedures will accommodate a limited number of access based upon the positive identification of personnel authorized to the limited access areas under the categories previously noted. Any questions or unusual circumstances not covered by existing re-entry instructions should be immediately forwarded to the jurisdiction for resolution or for further forwarding to the CEOC for additional coordination and resolution.

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VOLUSIA COUNTY TSUNAMI WARNING AND EVACUATION PLAN



Banda Aceh, Indonesia, December 2004, before/after tsunami photos

2012

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INTRODUCTION

Volusia County Emergency Management, in conjunction with Volusia County Beach Patrol and the Melbourne Office of the National Weather Service, has developed a Volusia County-specific ***Tsunami Warning and Evacuation Plan***.

In the event a Tsunami threatens Volusia County, the activation of this plan will guide the actions of the responsible agencies in the coordination and evacuation of Volusia County Barrier Island¹ residents and visitors from the beach and other threatened areas. The goal of this plan is to provide for the timely evacuation of the population at risk on the Barrier Island in the event of a Tsunami Warning. This may include the majority of the Peninsula residents.

An alternative to evacuating to mainland Volusia County involves ***vertical evacuation***. Vertical evacuation consists of the evacuation of persons from an entire area, floor, or wing of a building to a higher floor or wing. The National Weather Service has determined that fifteen feet is the minimum acceptable level for vertical evacuation on the Barrier Island. The potential Tsunami threat—for planning purposes until further Tsunami models are developed—is a 15' wall of water inundating 300' of the Barrier Island.

Plans for vertical evacuation of Peninsula residents and visitors would only be effective if designated structures are designed to withstand both strong near-source ground motions and the velocity and impact loads of tsunami inundation. Since no studies have been conducted to evaluate the level of protection current structures provide, vertical evacuation is only recommended from a near-source tsunami when public notification may not be possible (unlikely for Volusia County); or, when only a few hours or minutes of warning is available.

This plan will include components from the Incident Command System. The highest priority is the safety of the public at large and our first responders.

¹ The terms "Barrier Island" and "Peninsula" are used interchangeably.

Terms and Definitions

Arrival Time - Time of arrival, usually of the first wave, of the tsunami at a particular location.

EOC – Emergency Operations Center, for purposes of this plan the Volusia County Emergency Operations Center.

ETA – Estimated Time of Arrival, computed arrival of the first tsunami wave to reach a coastal community after a specific ocean earthquake or other tsunami creating event.

Mean Lower Low Water Level – The average low tide water elevation often used as a reference to measure run up.

Mean Sea Level – An average of all high and low tides over an 18.6 year period.

Mw Moment Magnitude – Magnitude based on the size and characteristics of the fault rupture, and determined from long-period seismic waves.

Tsunami – the word “tsunami” is Japanese meaning “harbor wave”. A tsunami is a series of long waves created by a disturbance that displaces a large amount of water. This disturbance is primarily associated with earthquakes in oceanic or coastal regions. Landslides, volcanic eruptions, nuclear explosions, and even impacts from objects from outer space, such as meteorites, asteroids and comets could also create a tsunami.

Based on seismic data analysis or forecasted amplitude (dependent on whether the center has obtained sea level data), the West Coast/Alaska Tsunami Warning Center (WCATWC) will issue the appropriate product. Warnings and Advisories suggest that action be taken. Watches are issued to provide an early alert for areas that are distant from the wave front, but may have danger. Once the danger level is determined, the watch is upgraded to a warning or advisory, or canceled. The full definition of each message is given below.

Tsunami Warning - a tsunami warning is issued when a potential tsunami with significant widespread inundation is imminent or expected. Warnings alert the public that widespread, dangerous coastal flooding accompanied by powerful currents is possible and may continue for several hours after arrival of the initial wave. Warnings also alert emergency management officials to take action for the entire tsunami hazard zone. Appropriate actions to be taken by local officials may include the evacuation of low-lying coastal areas, and the repositioning of ships to deep waters when there is time to safely do so. Warnings may be updated, adjusted geographically, downgraded, or canceled. To provide the earliest possible alert, initial warnings are normally based only on seismic information.

Tsunami Advisory - a tsunami advisory is issued due to the threat of a potential tsunami which may produce strong currents or waves dangerous to those in or near the water. Coastal regions historically prone to damage due to strong currents induced by tsunamis are at the greatest risk. The threat may continue for several hours after the arrival of the initial wave, but significant widespread inundation is not expected for areas under an advisory. Appropriate

actions to be taken by local officials may include closing beaches, evacuating harbors and marinas, and the repositioning of ships to deep waters when there is time to safely do so. Advisories are normally updated to continue the advisory, expand/contract affected areas, upgrade to a warning, or cancel the advisory.

Tsunami Watch - a tsunami watch is issued to alert emergency management officials and the public of an event which may later impact the watch area. The watch area may be upgraded to a warning or advisory - or canceled - based on updated information and analysis. Therefore, emergency management officials and the public should prepare to take action. Watches are normally issued based on seismic information without confirmation that a destructive tsunami is underway.

Tsunami Information Statement - a tsunami information statement is issued to inform emergency management officials and the public that an earthquake has occurred, or that a tsunami warning, watch or advisory has been issued for another section of the ocean. In most cases, information statements are issued to indicate there is no threat of a destructive tsunami and to prevent unnecessary evacuations as the earthquake may have been felt in coastal areas. An information statement may, in appropriate situations, caution about the possibility of destructive local tsunamis. Information statements may be re-issued with additional information, though normally these messages are not updated. However, a watch, advisory or warning may be issued for the area, if necessary, after analysis and/or updated information becomes available.

Volusia County Profile

Volusia County is a large, geographically diverse political subdivision of the State of Florida. The land area of the county is in excess of 1,200 square miles. In this area, approximately 504,000 residents are generally clustered into two major areas of development - the coastal areas east of I-95 and along the US 17/92 and I-4 corridors in the west and southwest. Sixteen municipalities comprise approximately 75% of the total population and range in size from approximately 2,000 (Oak Hill) to 86,000 (Deltona), based on the 2006 estimates. Ten municipalities are clustered in the eastern area while six are grouped in the west and southwest. The number of jurisdictions and wide-range of capabilities are important considerations for the Volusia County CEMP. Providing first response emergency services within the 16 municipalities and the unincorporated and specialized areas (beach, airport) are 16 local law enforcement agencies, 14 fire/rescue/EMS agencies (including EVAC), and 16 public works agencies. In addition, Volusia County has several large venues where residents and visitors gather throughout the year, including the Daytona International Speedway and the north and south beach areas that cross six jurisdictions. These sites are the focal points of several special events activities attracting international attention that increase the in-county populations by 50-75% at several times throughout the year.

Geographic Information

1. Volusia County is located on the Atlantic coast in the north-central portion of the Florida coastline. The county is bordered on the south by Brevard and Seminole Counties, on the west by Marion, Seminole and Lake Counties, the north by Putnam and Flagler Counties, and on the east by the Atlantic Ocean.

There are 832,000 acres (1,062 square miles of land and 238 square miles of water) located within the borders of Volusia County, including 47 miles of ocean beaches. The topography of the county is generally flat, with little variation in elevation.

2. Volusia County has 48 miles of coastline enveloping 1,090 acres. Coastal marshland covers 39,488 acres while inland swamps cover 135,808 acres. The coastal areas, beaches and inland swamps are considered to be environmentally sensitive areas. Volusia County has been divided by the Water Quality Management Program of the Volusia Council of Governments. These are the Tomoka Basin, which remains largely in a natural state, with little urbanization. The Mosquito Lagoon Basin (North Indian River), in which land use is dominated by agricultural and forested lands, with approximately 20% of the area urbanized. The Spruce Creek/Turnbull Bay Basin is only slightly urbanized, with most of the land cover being forest or wetland. The Middle St. Johns River Basin contains a portion of the Interstate 4 corridor, although only 5% of the land in this basin is urbanized, with the remainder being forested and in agriculture. Finally, the Central Recharge Area, in the center of the county, has two major transportation corridors (Interstate 4 and U.S. 92), although most of the land use is forest, wetlands or rangelands. Developed lands account for only 3% of the basin.

Volusia County Demographics

1. The population of Volusia County has experienced dramatic increases over the past 25 years. The 1970 US Census placed Volusia County's population at 169,500. Estimates released by the University of Florida, Bureau of Economic and Business Research as of April 1, 1995 place Volusia County's population at 402,970 persons, and 2006 estimates at more than 504,000 people. A significant portion of this increase can be attributed to persons age 65 and over (greater than 25%).
2. The county has two distinct population regions. The eastern region (from Interstate 95 east to the ocean) supports approximately 60% of the total population with approximately 80% of this population living within incorporated areas. The western region (generally bordering US 17-92 and the Interstate 4 corridors) is home to the remaining 40% of the total population. This population is the inverse of the eastern region with over 80% residing in unincorporated areas.
3. Due to the popularity of the seashore, approximately 67 percent of the county's population (330,000 people) resides in hurricane storm surge zones, along with a large portion of the county's economic base. Eleven of Volusia County's sixteen municipalities are located East of Interstate 95, with City populations alone totaling over 250,000. Much of this area is designated for evacuation for a Category 4 or 5 hurricane.

Contact Officials

Melbourne National Weather Service Meteorologist Bart Hagemeyer:
321-255-0212; Cellular phone 321-698-0436.

Melbourne National Weather Service Meteorologist Scott Spratt:
321-255-0212 or 321-254-6083; facsimile 321-255-0791.

Volusia County Emergency Operations Center Daytona Beach Florida:
386-254-1500.

Volusia County Beach Services: 386-239-6414; Administration 386-239-6484.

Volusia County Tsunami Hazard Analysis

The major threat of a tsunami to the east coast of Florida is from the Puerto Rico trench. The Puerto Rico Trench is the deepest part of the Atlantic Ocean, with water depths exceeding 8,400 meters (figure 1). Its depth is comparable to the deep trenches in the Pacific Ocean. Trenches in the Pacific are located in places where one tectonic plate subducts or slides under another one. The Puerto Rico Trench, in contrast, is located at a boundary between two plates that slide past each other with only a small component of subduction. The trench is less deep where the component of subduction is larger. The unusually deep sea floor is not limited to the trench, but also extends farther south toward Puerto Rico. The Puerto Rico Trench is also associated with the most negative gravity anomaly on earth, -380 milliGal, which indicates the presence of an active downward force. Finally, a thick limestone platform, which was originally deposited in flat layers near sea level, is now tilted northward at a uniform angle. Its northward edge is at a depth of 4,200 m, and its southern edge can be found on land in Puerto Rico at an elevation of a few hundred meters. Many tectonic models have been proposed to explain this geologically fascinating, tectonically active region; however, none have gained acceptance, and the region remains poorly understood, largely because its underwater location makes it difficult to study.

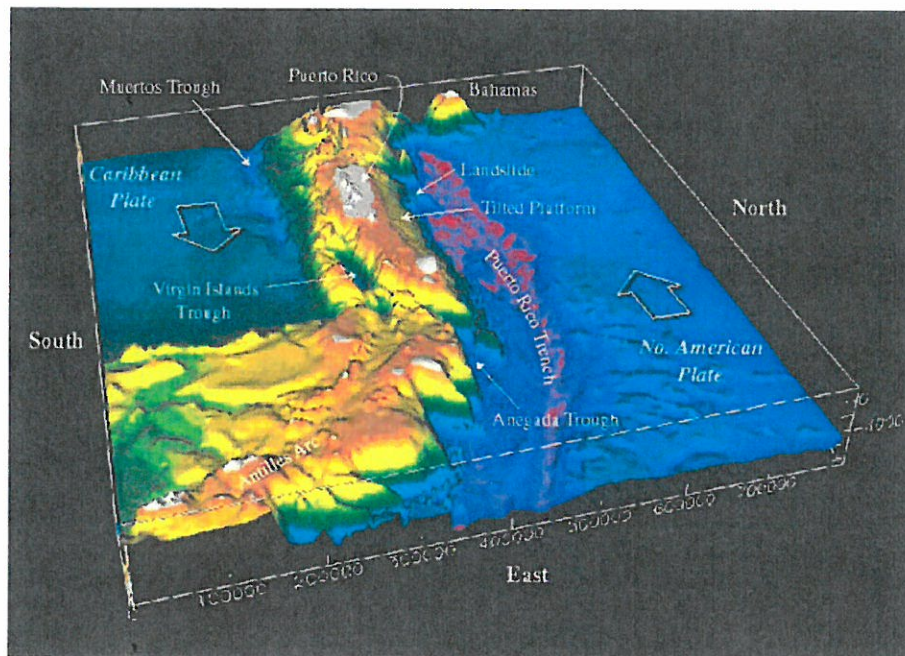


Figure 1

The region has high seismicity and large earthquakes (figure 2). Examples include a magnitude 7.5 earthquake centered northwest of Puerto Rico in 1943, and magnitude 8.1 and 6.9 earthquakes north of Hispaniola in 1946 and 1953, respectively. Historically, other large earthquakes have also struck the area, such as one in 1787 (magnitude~8.1), possibly in the Puerto Rico Trench, and one in 1867 (magnitude~7.5) in the Anegada Trough (figure 1). A draft U.S. Geological Survey (USGS) hazard map places equal probability for damaging ground motion for Mayaguez in western Puerto Rico as for Seattle, Washington. Other Puerto Rican cities also have substantial risk.

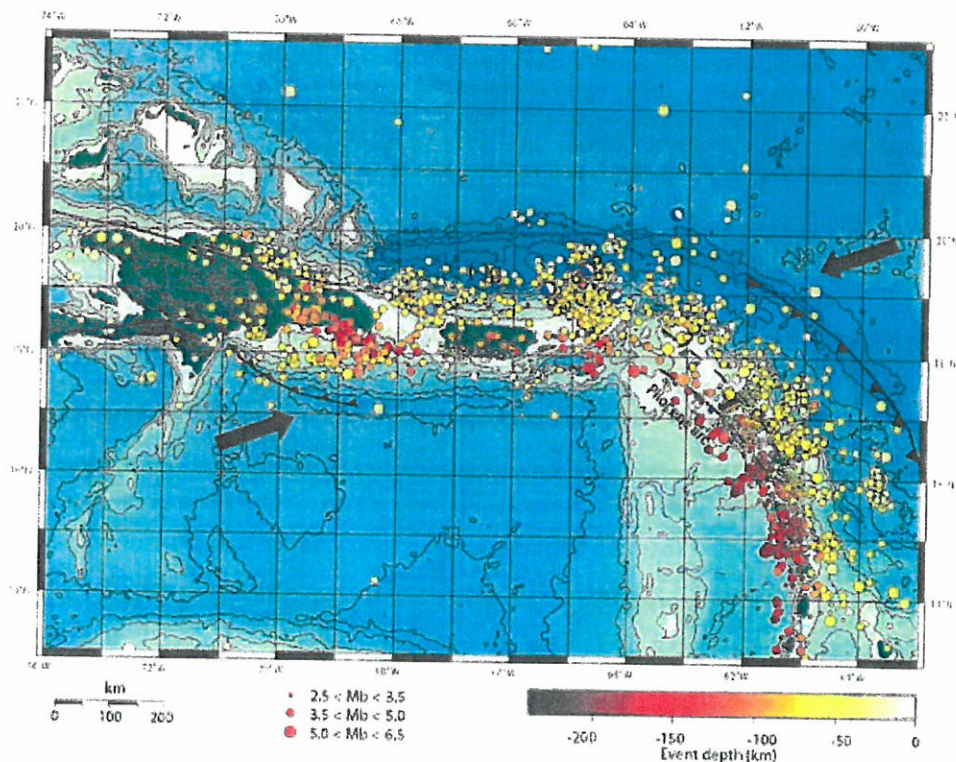


Figure 2

Location of earthquakes as a function of depth and size in the northeastern Caribbean. Barbed lines represent subduction zones; arrows represent the direction of relative plate motion; dashed lines represent migration of the line of volcanoes from an older line to a newer one farther west; and (-)g represents the location of the largest minimum gravity anomaly on Earth.

The hazard from tsunamis is also apparent. Immediately after the 1946 earthquake, a tsunami struck northeastern Hispaniola and moved inland for several kilometers. Some reports indicate that nearly 1,800 people drowned. A 1918 magnitude 7.5 earthquake resulted in a tsunami that killed at least 91 people in northwestern Puerto

Rico (figure 4). Eyewitness reports of an 1867 Virgin Islands tsunami gave a maximum wave height of >7 m in Frederiksted, St. Croix, where a large naval vessel was left on top of a pier. Essentially, all of the known causes of tsunamis are present in the Caribbean -- earthquakes, submarine landslides, submarine volcanic eruptions, subaerial pyroclastic flows into the ocean, and major tsunamis called teletsunamis. Because of its high population density and extensive development near the coast, Puerto Rico has a significant risk for earthquakes and tsunamis.

Preliminary research by the National Weather Service (using computer modeling) indicates that a Tsunami originating in the Puerto Rico trench, when reaching the shoreline of Volusia County, would most likely raise the ocean water level above State Road A1A. Should Volusia County experience a tsunami similar to the one that devastated Indonesia in 2004, in all likelihood the entire Peninsula would be over washed by billions of tons of rushing seawater. The devastation would be catastrophic. Considering this threat level, all persons swimming or surfing in the ocean and persons on the beach will need to be evacuated from the area.

Additionally, all persons residing on the ground floors of buildings on the Peninsula will be directed to either seek safety by evacuating to mainland Volusia County or relocating to an upper floor in their building (if available).

The National Weather Service estimates that Volusia County will receive a two-to-eight-hour advance warning before a tsunami detected at its origin arrives, depending on origin. Persons deemed at risk on the Peninsula must be evacuated/re-located within this time frame, either by evacuating to mainland areas or through vertical evacuation.

Volusia County Tsunami Ready Capabilities

1. 24 hour warning point – Volusia County Sheriff's Office Dispatch Center; (386) 248-1777.
2. National Weather Service Warnings – NOAA weather radio monitored at Volusia County Emergency Operations Center, Sheriff's Office Dispatch Center, and all Beach Patrol towers.
3. Community Awareness – County web site, community presentations, distribution of informational flyers, annual Disaster Preparedness Guide, and media releases.
4. Warning and evacuation methods – enhancement of present public address systems and Beach Patrol standard beach evacuation methodology; and use of the emergency call down system. A "cable crawler" system will also be used to notify the public.
5. Posting Tsunami Warning signs at select beach access routes and Tsunami Evacuation Route signage on designated Tsunami Evacuation Routes.

Tsunami Characteristics

Tsunamis act very differently from typical surf swells; they propagate at high speeds and can travel great transoceanic distances with little energy loss. Tsunamis are often no taller than normal wind waves, however they are much more dangerous. Wind generated waves are separated by an average five to twenty seconds; the length of a wind-wave averages between three hundred to six hundred feet. With a tsunami wave, the frequency pattern may be ten minutes to two hours (or more). The length of a tsunami wave can be greater than three hundred miles.

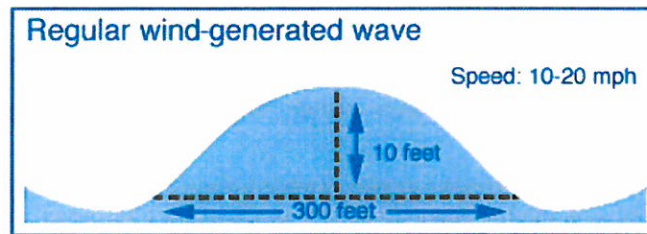


Figure 3

Tsunamis run quickly over the land as a wall of water. From the coastline, a tsunami may appear as a rapidly rising or falling tide, or a series of breaking waves. Strong currents and debris carried by the wave add to the destructive nature of this inundating flood. Tsunamis are extremely deadly, having killed tens of thousands of people. Although not classified as a tsunami, on July 3, 1992, a rogue wave struck Daytona Beach. This wave was ten feet in height, and swamped the shoreline for 30 miles, resulting in 75 injuries and damage to numerous vehicles and beach front property.

Tsunamis are generated by any large, impulsive displacement of the sea level. Tsunamis are also triggered by landslides into or under the water surface, and can be generated by volcanic activity and meteorite impacts.

Tsunami velocity depends on the depth of water through which it travels (velocity equals the square root of the product of the water depth times the acceleration of gravity). Tsunamis travel approximately 475 mph in 15,000 feet of water. In 100 feet of water the velocity drops to about 40 mph. A tsunami travels from the Portugal coast to Florida in about 8.5 hours.

Tsunamis range in size from inches to over a hundred feet. In deep water (greater than 600 feet), tsunamis are rarely over 3 feet and will not be noticed by ships due to their long period (time between crests).

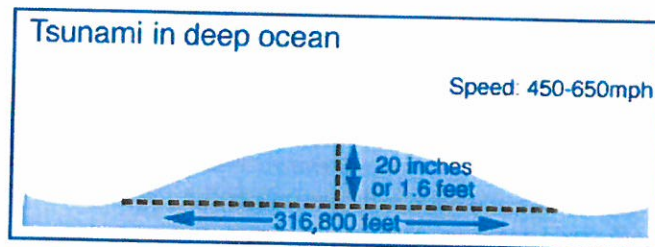


Figure 4

As tsunamis propagate into shallow water, the wave height can increase by over 10 times. Tsunami heights vary greatly along a coast. The waves can be amplified by shoreline and bathymetric (sea floor) features. A large tsunami can flood low-lying coastal land over a mile from the coast.

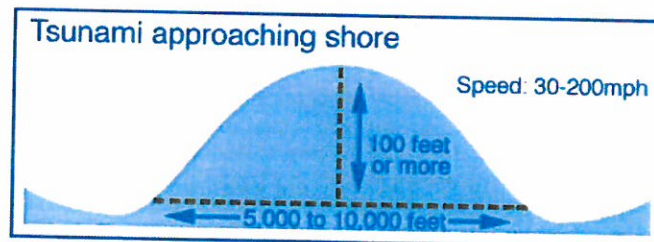


Figure 5

Tsunamis rarely become great, towering, breaking waves. Sometimes the tsunami may break far offshore. On occasion, a tsunami may form a bore, a step-like wave with a steep breaking front, which can happen if the tsunami moves from deep water into a shallow bay or river.

The first wave may not be the largest in the series of waves. One coastal area may see no damaging wave activity, while in another area, destructive waves can be large and violent.

The vertical height reached by a tsunami onshore above sea level is called a run-up height. In extreme cases, the water level can rise to more than 50 feet (15 meters) above sea level for tsunamis of distant origin, and over 100 feet (30 meters) for tsunamis generated nearby. A notable exception to this is the 1958 landslide-generated tsunami in Lituya Bay, Alaska which produced a 1,722 foot (525 meter) wave.

The first warning sign of a possible tsunami is the earthquake itself; however tsunamis can strike thousands of miles away, where the earthquake is only felt weakly or not at all. Also, in the minutes preceding a tsunami strike the sea often recedes temporarily from the coast. People in Pacific regions are more familiar with tsunamis and often recognize this phenomenon as a sign to head for higher ground.

Tsunami Warning Procedure

Following the catastrophic Indian Ocean Tsunami of December 26, 2004, President Bush ordered the United States Department of Commerce to address the tsunami threat potential for the eastern seaboard of the United States. Currently, the Pacific Ocean, the more likely area for a tsunami event, has a tsunami detection and warning system in place. The Atlantic Ocean also has a detection and warning system. (Figure 6). As part of the U.S. National Tsunami Hazard Mitigation Program (NTHMP), deep-ocean tsunameters have been developed for the early detection, measurement, and real-time reporting of tsunamis in the open ocean.

Tsunameters were developed by Project DART (Deep-ocean Assessment and Reporting of Tsunamis) at NOAA's Pacific Marine Environmental Laboratory (PMEL). These systems have been strategically deployed near regions with a history of tsunami generation, to ensure measurement of the waves as they propagate towards threatened U.S. coastal communities and to acquire data critical to real-time forecasts. Real-time DART buoy information is available at: <http://www.ndbc.noaa.gov/dart.shtml>

In the event of an oceanic disturbance, pressure sensors on the bottom of the ocean floor transmit an acoustic signal to a data processing module (DART buoy), which is located on the ocean's surface. The DART buoy transmits a data signal to an orbiting satellite. The satellite then transmits a warning signal to the Alaska Tsunami Warning Center. The Alaska Warning Center notifies the Melbourne National Weather Station. The warning is then transmitted to the local authorities concerned over the National Oceanic and Atmospheric Administration Weather Radio Station. (Figure 7).

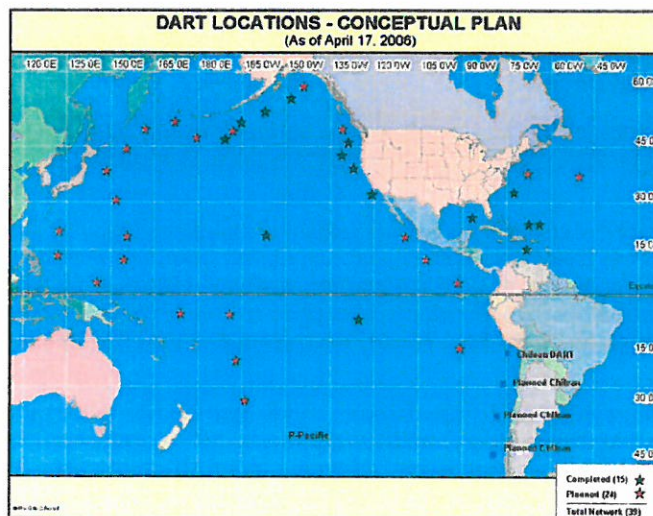


Figure 6

DART II Buoy System

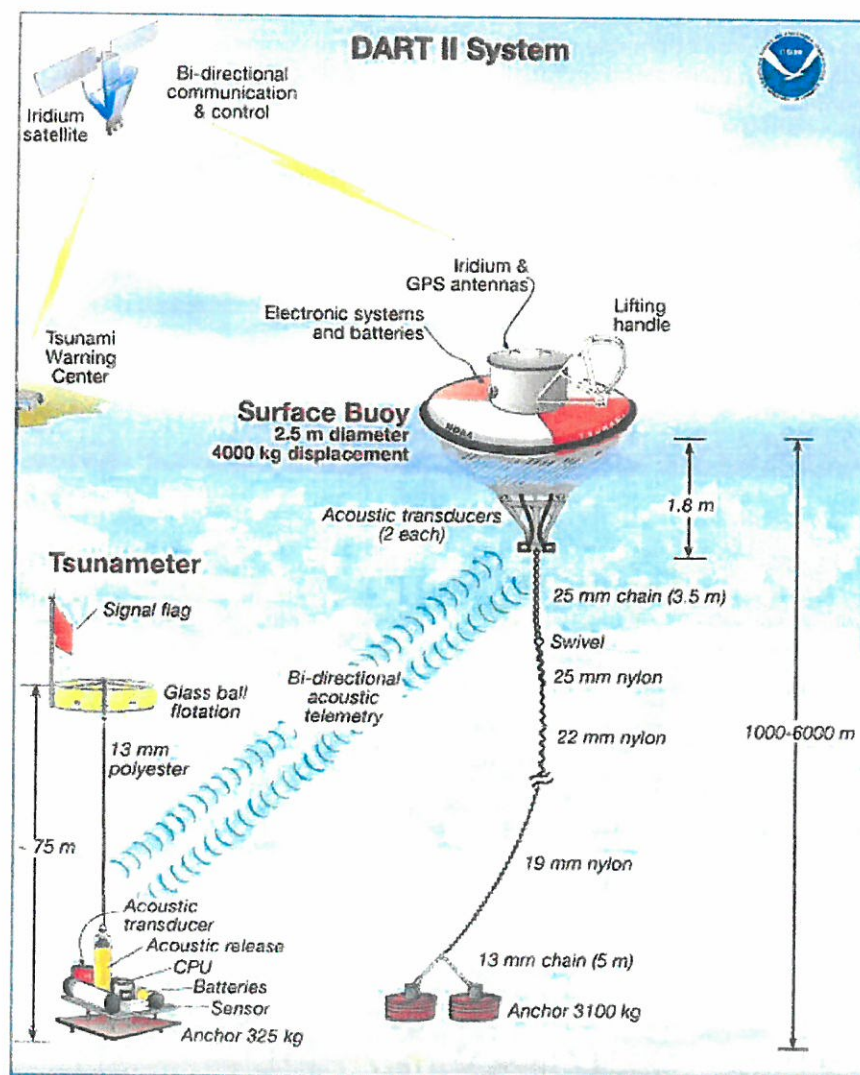


Figure 7

A prototype tsunami forecasting system package that combines tsunameter network measurements with state-of-the-art numerical modeling has been developed to provide site-specific predictions of tsunami impact on the coast. The first operational version of this forecast system package will be implemented in 2006 at NOAA's two

Tsunami Warning Centers (Pacific Tsunami Warning Center, PTWC, and West Coast & Alaska Tsunami Warning Center, WC/ATWC) to help address two important goals of the NOAA-led National Tsunami Hazard Mitigation Program:

- 1) Reduce the loss of life and property in U.S. coastal communities.
- 2) Reduce false alarms and the resulting high economic cost of unnecessary evacuations, physical risk to the population during evacuation, as well as loss of public confidence in the warning system.

National Weather Service Tsunami Warning Procedures:

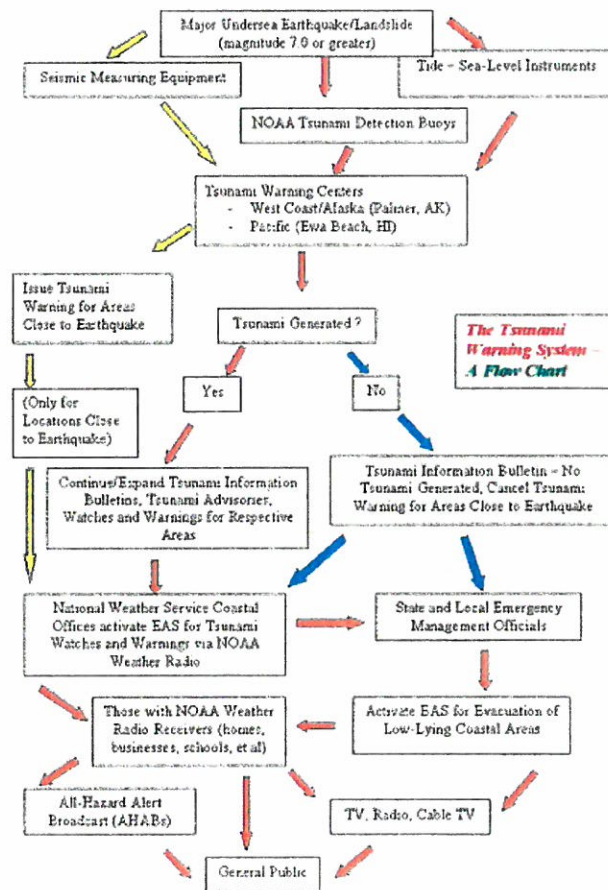


Figure 8

In addition to all public safety warning points, the Volusia County Emergency Operations Center will be notified. Television and radio override alerts will be broadcast. The Emergency Operations Center also has the capability to activate an emergency telephone call notification system. NWS Melbourne will continue to broadcast tsunami alert warnings VIA the NOAA weather radio broadcast system.

Tsunami Warning Response Plan

Although a tsunami event may involve hundreds of miles of Florida coastline, this plan is specific to Volusia County. This plan will incorporate and coordinate the response to such an event by Volusia County Emergency Management, Volusia County Beach Patrol, Volusia County Sheriff's Office, and those municipalities located on the Peninsula with separate police and fire departments.

Goal

To provide for the timely evacuation of people at risk to Tsunamis in the event a Tsunami warning is received for the east coast of Florida. **Evacuation of the beach in its entirety is the primary goal**, with a secondary goal of vertical evacuation to above 20' in height for those people unable to evacuate East of A1A.

Purpose

A. The purpose of this plan is to:

1. Ensure that Volusia County has established evacuation procedures in response to tsunami warning;
2. Provide for the timely, coordinated, systematic warning and safe evacuation of people at risk to Tsunamis;
3. Present guidelines to assist with the protection of life and property and to aid persons who may be injured and are in need of medical attention;
4. Provide search and rescue procedures;
5. Furnish assistance with disaster recovery operations, if required;
6. Establish training requirements;
7. Provide assistance with citizen information presentations.

Procedure

1. Upon notification by the Melbourne National Weather Service Station to Volusia County Warning Point/Emergency Management that a tsunami warning is in effect, the following notifications will take place (simultaneous with State Warning Point notification):

- a) Beach Patrol
- b) Sheriff's Office
- c) Beachside municipal law and fire departments
- d) Hotel/motel/RV parks/campgrounds and condominium POC's via emergency call down system

- e) Beachside residents/businesses via emergency call down system
- f) Volusia County School Board
- g) County Manager

While these notifications are taking place, the County Emergency Operations Center will be activated to a Level II (partial) status. ESF's 1, 2, 4, 5, 6, 8, 9, 14, 16, 17, 18, 19 and 20, and all municipal liaisons for impacted areas, will be contacted and directed to report to the EOC. Procedures for sheltering operations, mass care, evacuation transportation, and public information will be implemented, if necessary.

2. The Volusia County EOC will support the Beach Services Incident Command Post (ICP). The Beach Services Director (or his designee) will assume the role of Incident Commander. In the absence of the Director, the highest ranking Beach Patrol supervisor will assume the responsibility of Incident Commander. **It is the primary responsibility of the Beach Patrol to evacuate the beach proper from the Brevard County line to the Flagler County line using established evacuation procedures.** Beach Patrol will also dispatch a liaison to ESF 16 to coordinate evacuation operations. Volusia County Sheriff's Office personnel and municipal law enforcement and fire personnel have the primary responsibility of notifying the public on the Peninsula and managing the evacuation process from the Peninsula to mainland Volusia County.

NOTE: The time of the tsunami warning alert will dictate one of two types of coordinated responses. The first situation involves a tsunami warning alert being made on a weekday other than a County paid holiday, between 0800 hours and 1700 hours. During this time frame County employees are present and available to assist in the implementation of evacuation operations. The second circumstance would involve a tsunami alert being received on a weekend, holiday, or after 1700 hours.

Procedure (1) - During week days during 0800 hours and 1700 hours:

Emergency Management Duty Officer - Upon receiving notification of a Tsunami Warning (and following notification of the State Warning Point):

- a) Notify VC Beach Patrol Duty Officer
- b) Notify appropriate municipal police/fire agencies
- c) Notify VC Sheriff's Office
- d) Initiate emergency call down system notification procedures through dispatch centers
- e) Notify VC School Board
- f) Notify VCEM Operations Officer
- g) Notify VCEM Director

If additional assistance is needed, request additional personnel per Mutual Aid Agreements.

3. Upon completion of evacuation operations, the Incident Commander will confer with the Volusia County Emergency Management Director to ensure all notification measures have been taken, and all response personnel are accounted for.
4. Utilizing County and municipal law enforcement resources IAW established evacuation procedures, prevent persons from re-entering evacuated areas.
5. After the Tsunami event has occurred, coordinate within the EOC for deployment of personnel to conduct search and rescue/damage assessment.
6. Request assistance from the Volusia County Sheriff's Office Aviation Unit/Mosquito Control to support the search for injured or stranded persons.
7. Ensure that all related reports are accurate and complete.

Procedure (2) - for weekdays after 1700 hours, weekends and holidays:

On weekdays after 1700 hours, weekends and holidays, the number of immediate available personnel is reduced significantly. Until additional personnel resources can be summoned, the Volusia County Emergency Management Duty Officer, available Beach Patrol Officers, Volusia County Sheriff's Office, and municipal law enforcement and fire agencies will be responsible for implementing evacuation procedures as delineated in **Procedure (1)**. With limited personnel resources, the evacuation of persons from the ocean and on the beach is the first priority. As personnel resources increase the other components of this plan will be implemented.

Tsunami Evacuation Routes

Tsunami evacuation routes include any roadway that provides egress to mainland Volusia County. Accordingly, Tsunami evacuations routes are noted from (North Volusia County → South Volusia County):

1. Highbridge Road (CR 2002)
2. Granada Boulevard (SR 40)
3. Seabreeze Boulevard (SR 430)
4. Main Street (CR 4040)
5. International Speedway Boulevard (SR 92)
6. Silver Beach Avenue (CR 4050)
7. Dunlawton Avenue (SR 421)
8. North Causeway (NSB)
9. State Road 44 (South Causeway)

State Road A1A and Atlantic Avenue provide access to all westbound traffic routes.

Tsunami Public Awareness Campaign

A public awareness campaign will be adopted and implemented by the following methodologies:

- a) Information articles promulgated to local media by Volusia County Community Information;
- b) Public presentations by Volusia County Emergency Management personnel;
- c) Distributing informational flyers;
- d) Posting of tsunami zone informational signs at select beach access points;
- e) Including tsunami information in the Volusia County Disaster Preparedness Guide on an annual basis.

Training

No plan can be complete without provisions for training. On a regular basis, agencies involved in the implementation of this plan will participate in a Tsunami Warning training exercise. The purpose of this training is to prepare personnel for an actual event and to evaluate the plan for its effectiveness. Upon completion of the training, an after action review will be executed. During this review recommendations for modifications to the plan will be incorporated.

Attachments

Included are 15' contour maps of eastern Volusia County and the Peninsula. The purpose of these maps is to demonstrate that the majority of the Barrier Island is below 15' in elevation, and supports the plan to evacuate the entire peninsula in the event a tsunami warning is received.

TSUNAMI

EVACUATION

WARNING NOTICE

DATE: ____/____/____ TIME: ____ AM / ____ PM

**ALL RESIDENTS IMMEDIATELY EVACUATE TO
MAINLAND VOLUSIA COUNTY**

**AUTHORITY: VOLUSIA COUNTY BEACH PATROL
386-239-7873.**

Tsunami Hazard Zone Evacuation Sign and Tsunami Evacuation Route Signs:



610

Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

VOLUSIA COUNTY



SPECIAL NEEDS OPERATING PROCEDURES AND SPECIAL NEEDS SHELTER OPERATIONS PLAN

*May 2012
Volusia County
Emergency Management Division
3825 Tiger Bay Road
Daytona Beach, FL 32124*

**VOLUSIA COUNTY
SPECIAL NEEDS STANDARD OPERATING PROCEDURES AND SHELTER OPERATIONS
PLAN**

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Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

OVERVIEW

Special Needs shelters are refuges of last resort intended to maintain, to the extent practical, the current health, safety, and well being of the physically and medically dependent individuals who are not chronically ill, and may need shelter transportation assistance during a disaster.

Recognizing that a hurricane emergency or other large-scale disaster would cause disruption of services to county residents who require minimal medical assistance, county officials have coordinated special relief measures through the establishment of special emergency shelters.

A person with Special Needs is defined as an evacuee with minor health/medical conditions that require professional observation, assessment, and maintenance; an evacuee with a chronic condition who requires assistance with activities of daily living but does not require hospitalization; and an evacuee who needs medication and/or vital sign readings and is unable to do so without professional assistance. Shelters are not designed for extended long-term utilization. Persons who are acutely ill must, in conjunction with their primary medical care provider, determine appropriate shelter accommodations (hospital, etc). Care givers/family members must accompany any persons with Special Needs.

The goal of this plan is to ensure that the elderly and disabled of Volusia County receive the support and care they need when a disaster strikes.

1. INTRODUCTION

A. General

Evacuation and sheltering of the Special Needs population, composed of the elderly and the disabled, is one of the most serious problems facing Emergency Management in Volusia County.

Roughly 25% of Volusia County's population falls into the "Special Needs" category. If 10% of the elderly population requires special care or transportation, this would equate to more than 14,000 people. Additionally, there are people throughout the county, of all ages, with disabilities and health care problems of various types who may require evacuation and/or Special Needs sheltering. Because of their disabilities, these citizens are particularly susceptible to natural disaster hazards, and require special planning to ensure they are evacuated and provided with necessary shelter and medical care.

Volusia County Emergency Operations Center maintains a list containing the names and addresses of county residents who have requested Special Needs evacuation and/or shelter.

B. Purpose

The purpose of this document is to describe the program for evacuating and sheltering Volusia County's Special Needs population and to provide policies and procedures for implementing the Volusia County Special Needs Evacuation and Shelter Program. This plan will accomplish the following:

- Provide a brief summary of the State Special Needs Policy.
- Define the term "Special Needs" as it applies to Volusia County.
- Provide Special Needs program eligibility criteria.
- Define agency responsibilities for implementing the program.

- Provide registration guidelines.
- Provide general and specific shelter operational guidelines.
- Define Special Needs Shelter Staff requirements and responsibilities.

2. SCOPE

A. State Special Needs Policy

The basis for the Special Needs Registration Program is found in Florida Statutes Chapter 252, Section 252.355:

"In order to meet the needs of persons who would need assistance during evacuation and sheltering because of physical or mental handicaps, each local emergency management agency in the state shall maintain a registry of disabled citizens located within the jurisdiction of the local agency. The registration shall be utilized to determine who would need assistance and plan for resource allocation to meet these identified needs."

This statute further states:

"All appropriate agencies and community based service providers, including home health care providers shall assist emergency management agencies by collecting registration information for people with Special Needs as part of program intake procedures, establishing programs to meet the awareness of registration process and educating clients about the procedures that may be necessary for their safety during disasters. Clients of the State or federally funded service programs with physical or mental handicaps who need assistance in evacuating or when in shelters must register as people with Special Needs."

B. Volusia County Special Needs Policy

The Volusia County Special Needs Program is designed to meet the State requirements by providing transportation to those who are required to evacuate but lack the means to transport themselves and to provide Special Needs shelters to county residents who are physically and/or mentally handicapped and will require assistance while in shelters.

3. VOLUSIA COUNTY SPECIAL NEEDS SHELTER PROGRAM

A. Special Needs Shelters

1. Definition

A Special Needs shelter is a temporary emergency-type facility capable of providing "special medical care/nursing care" to individuals whose physical or mental condition is such that it exceeds the capabilities of the Red Cross shelters but is not severe enough to require hospitalization.

2. Special Needs Shelter Locations for 2010-2011

Palm Terrace Elementary School
1825 Dunn Ave.
Daytona Beach, FL

Capacity: 330

Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

Atlantic High School 1250 Reed Canal Rd. Port Orange Fl	Capacity: 848
Creekside Middle School 2100 Airport Rd. Port Orange, Fl	Capacity: 794
Galaxy Middle School 2400 Eustace Ave. Deltona, Fl	Capacity: 832
Heritage Middle School 1001 Parnell Ct. Deltona, Fl	Capacity: 794
Freedom Elementary School 1395 S. Blue Lake Ave DeLand, Fl	Capacity: 254

3. Designated shelter for dialysis and HOSPICE patients

Currently there are no designated shelters for dialysis or hospice patients in Volusia County.

Note: Special Needs patients must be accompanied by a care giver. Due to space limitations, it is recommended that only one care giver accompany a Special Needs patient to a Special Needs Shelter.

4. Special Needs Shelter Conditions

Special Needs shelter conditions will be austere. The County has purchased cots for use in the shelters. A small number of cribs and roll-away beds may be available from area rental agencies that are Project Impact partners. However, these will in all probability be insufficient to provide every evacuee a cot or bed. Priority for issue will be based on an individual's physical needs as determined by the triage nurse at each shelter.

5. Nursing homes as Special Needs Shelters

In the event of a localized disaster where a small number of Special Needs registrants may require evacuation, it may not be practical or cost effective to open a Special Needs Shelter. To care for those who may need to be evacuated in the situation, we have asked nursing homes within the county to accept small numbers of evacuees with Special Needs. A sample Letter of Agreement is provided at Appendix X.

When a localized disaster occurs, administrators/directors of nursing homes who have agreed to accept Special Needs evacuees will be contacted and asked to verify the numbers and types of

patients they can accept. Evacuees will then be moved, space permitting, to the nursing home closest to their homes.

B. Eligibility Criteria for Special Needs Evacuation

1. Citizens living in a designated storm surge area, low-lying or flood prone area, or in a mobile home without the means to transport themselves and who are unable to use public transportation.
2. Citizens requiring oxygen, dialysis, are visually impaired, or are dependent on electric life support are also eligible for evacuation regardless of whether they live in a designated evacuation area.
3. Citizens who are evacuated may be taken to a Special Needs Shelter, a nursing home, or hospital if prior arrangements have been made. Also, with approval from VOTRAN, citizens may be transported to the residence of a friend, relative, or hotel/motel in a safe area within the county.
4. During a hurricane evacuation, limited resources and time constraints will restrict the amount of assistance provided. Therefore, unless special circumstances apply, individuals who do not meet the Special Needs criteria will not be eligible for Special Needs evacuation assistance.

C. Hurricane Evacuation Priorities

1. The following hurricane evacuation priorities are meant to serve as a guide. They are designed to move those in the greatest danger first. However, exceptions may be made in the interest of maximizing available transportation resources.

Priority One:

- Special Needs persons residing in storm surge zones.
- Special Needs persons residing in low-lying/flood prone areas.
- Special Needs persons residing in mobile homes.
- Special Needs persons dependent upon electricity and/or oxygen and the visually impaired.

Priority Two:

- Special Needs patients that are hearing impaired.
- Special Needs patients with mobility issues.
- Anyone 65 years old or older.
- Any other individuals who qualify for the Special Needs Program.

2. In the event of a partial evacuation (for whatever reason), only those individuals residing in the areas to be evacuated will be eligible for evacuation/shelter assistance. In addition, for a storm event evacuation, all Priority One Special Needs Patients will be evacuated.

NOTE: When the evacuation order is given, pre-planned transportation assets will immediately disperse to evacuate eligible registrants in the Special Needs Database. Additional transportation resources will also be dispatched as necessary to evacuate those who did not pre-register, but called and were deemed eligible for Special Needs transportation support.

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3. Residents of accredited nursing homes or assisted living facilities are not eligible for Special Needs evacuation support. Florida Statutes, 1995, Chapter 400, Sections 400.23 (2)(g) and 400.441 requires that these facilities maintain a comprehensive emergency management plan that "must provide for plan components that address emergency evacuation transportation; adequate sheltering arrangements; post disaster activities, including emergency power, food, and water; post disaster transportation; supplies; staffing; emergency equipment; individual identification of residents and transfer of records; and responding to family inquiries." Consequently, the owners of such facilities are responsible for providing evacuation transportation and the safe sheltering for their resident customers. Volusia County Emergency Management Division is the review and approval agency for these comprehensive emergency management plans.

D. Admission Criteria for Special Needs Shelters

1. All citizens residing in Volusia County who meet the evacuation criteria listed in paragraph B 1 above, and who fit into any one of the following categories, *regardless of age*, are eligible:

- Unable to self-administer frequently required or daily medication injections.
- Requires daily or more frequent dressing changes.
- Needs assistance with ostomy management and indwelling catheters.
- Basic needs must be met by others who are unavailable for this emergency.
- Requires daily assessment of unstable medical condition by professional nursing personnel.
- Cardiac or respiratory equipment.
- Terminal illness, yet ambulatory in need of professional assistance in administering heavy doses of pain medication.
- Individuals with contagious health conditions that require cautions or isolation that cannot be fulfilled by the local shelter staff.
- Individuals suffering from mental disorders such as advanced Alzheimer's disease who require care not available in general population shelters.
- Any others deemed eligible by the triage nurse.

2. **Exceptions:** Some individuals who do not meet the above criteria may still be eligible for Special Needs sheltering due to special circumstances. The questions listed below are a guide to determine whether an individual who does not meet normal criteria should go to a Special Needs shelter:

- Does the individual have a capable care giver? ☐ Yes ☐ No
- Does the individual have friends/relatives that he/she can stay with during the emergency? ☐ Yes ☐ No
- Can the individual perform daily tasks alone (get out of bed, wash, dress, prepare and eat meals, administer own medications)? ☐ Yes ☐ No
- Can the individual survive for 72 hours without electricity, running water or outside assistance? ☐ Yes ☐ No

3. **Other Considerations:** Special Needs space is limited. Currently, there are less than 4,000 available spaces. Some individuals who are self-sufficient or who have a live-in care provider may be more comfortable remaining in their home or going to a friend or relative's home. Shelters are noisy and crowded, and many elderly patients could become confused, disoriented, and frightened in an unfamiliar environment, surrounded by strangers.

E. Ineligibility Criteria: Individuals with the following conditions will be ineligible for admittance into a Special Needs Shelter (the VCHD maintains the comprehensive list):

- Women experiencing high-risk pregnancies who are within four weeks of estimated date of delivery or any pregnant women in active labor.
- Individuals requiring a vent or hospital bed.
- Individuals in sudden, acute medical or emergency condition.
- Individuals requiring 24 hour skilled nursing care.
- Individuals who are not ambulatory.
- Individuals who require 24 hour electrical power for their treatment modality.
- Individuals who are incontinent because of medical conditions.
- Individuals who are psychotic.
- Individuals requiring 24 hour air conditioning.
- Any individual arriving at a Special Needs Shelter whose condition, in the view of the triage nurses, exceeds the capabilities of the Special Needs Shelter. Arrangements will be made to transport these individuals to the nearest available hospital.

NOTE: Special Needs Shelters cannot properly care for acutely ill patients or individuals requiring extensive and/or specialized care. Home health agencies and caregivers should contact the attending physician to arrange for these individuals to be admitted to hospitals in the event an evacuation is necessary.

F. Florida Association for Homes for the Aged (FAHA) Special Needs Evacuation Procedures

1. Only FAHA residents who meet Special Needs shelter criteria will be sent to Special Needs Shelters. Other FAHA residents desiring shelter will be directed to General Population Shelters. A separate database will be developed for FAHA facilities. In this database, only those FAHA residents who require evacuation to a Special Needs Shelter will be individually registered. A separate form will also be inserted into the database for each FAHA facility listing the approximate number of residents who will require transportation to a General Population Shelter. Transportation will also be provided to residents requiring Special Needs sheltering. In the event of an impending evacuation, FAHA administrators will be informed of the details of the evacuation and asked to update and coordinate transportation requirements.

G. Pets

Pets are permitted in all of the Special Needs Shelters. The pet must be in a container. Shelter Managers will determine a central location for pets; Animal Services will manage the pets.

H. Special Needs Shelter Staffing

1. Special Needs Shelters are staffed by the Health Department and volunteers. A database for medical staff is maintained at the Health Department. Those wishing to volunteer should complete the Special Needs Volunteer registration form and fax (386/248-1748) or mail (49

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Keyton Dr Daytona Beach FL 32124) it to Volusia County Emergency Management Division. A sample form is included in Appendix XX.

2. Call the Special Needs Coordinator at 254-1500 if you have any questions concerning Special Needs volunteers. The matrix below lists recommended staffing levels for Special Needs Shelters.

Medical Staff Position	Palm Terrace Elementary School CAP: 330	Atlantic High School CAP: 848	Freedom Elementary School CAP: 127	Creekside Middle School CAP: 397	Galaxy Middle School CAP: 416	Heritage Middle School CAP: 397
RN Supervisor	1	2	1	1	1	1
RN/LPN	8	21	3	10	10	10
Caregiver	22	56	8	26	28	26
*CPR Trained	2	2	2	2	2	2
Medical Director	1	1	1	1	1	1
Mental Health	2	4	2	2	2	2
Total						

*CPR trained not included in totals, as they are part of the nursing/care giving staff.

This matrix depicts the type/number of medical personnel recommended to staff Volusia county's Special Needs Shelters. These recommendations equate to a ratio of one caregiver/certified nursing assistant to every fifteen Special Needs evacuees and one LPN/RN for each thirty-five/fifty Special Needs evacuees.

The State Special Needs Task Force developed the medical staffing recommendations for Special Needs Shelters. These were only recommendations. Staffing levels will vary according to available volunteers. In addition to the medical staff, a shelter management/coordinating staff of at least ten personnel is required. School maintenance personnel, security, and food service personnel augment this staff.

4. RESPONSIBILITIES

A. Volusia County Emergency Management

1. Function as the central coordination point for the County Special Needs Program.
2. Provide overall policy guidance to all agencies involved in the County Special Needs Program.
3. Maintain a central database listing the names and status of all those whose applications for Special Needs transportation and/or shelter support are being reviewed and those whose eligibility for Special Needs evacuation and/or sheltering has been confirmed.
4. Receive applications from individuals or home health care agencies requesting special needs evacuation assistance and/or sheltering.
 - a. Determine eligibility for Special Needs evacuation and shelter support based on criteria listed in this plan.
 - b. Enter names and other necessary information from the applications of those eligible for evacuation and shelter support into the Special Needs database.
 - c. Inform those who qualify for evacuation support of their shelter assignment by letter.
 - d. Inform those who do not qualify for evacuation support of their status by letter.
 - e. Maintain a current listing of Special Needs registrants.
5. Serve as the focal point for coordinating volunteer support for Special Needs Shelters.
6. In conjunction with the Health Department, arrange procurement of necessary supplies and equipment for the Special Needs shelters.
7. Provide advance notification to PSN registrants and the Council on aging when a severe weather event is forecast (tropical storm, hurricane, rain event, etc.)

B. Volusia County Health Department

1. Provide supervisory staff nurses to the six Special Needs shelters.
2. Assist Emergency Management with the operation and staffing of the shelters.
3. Provide Emergency Management with a monthly summary of Special Needs patients who have died.
4. Develop and maintain a Special Needs volunteer database.

C. The American Red Cross

1. Purchase required medical and pharmaceutical items, on a fully reimbursable basis, according to a list provided by the Health Department.
2. Coordinate with County Emergency Management staff to provide necessary shelter training to Special Needs Volunteers.

D. Hospice

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1. Maintain a current list of Hospice patients requiring evacuation and/or shelter.
2. Provide nurses/caregivers to the (to be designated) Special Needs shelter to care for HOSPICE patients, and move the HOSPICE command center to the same location.

NOTE:

- a. The Hospice Special Needs list will not be integrated into the Emergency Management data base due to the high turnover of Hospice patients.
- b. All Hospice patients requiring Special Needs sheltering will be sheltered at the (to be designated) Special Needs shelter.

E. Home Health Care Agencies

1. Educate clients on hurricane evacuation procedures and carefully screen requests for evacuation transportation/shelter support to ensure that only those who meet the Special Needs criteria are registered.
2. Register clients requiring Special Needs evacuation and/or shelter support and forward registration forms to Emergency Management.
3. Maintain an updated list of clients registered for Special Needs support.
4. Upon notification of an impending evacuation from the Emergency Management Division, contact clients registered for evacuation/shelter, alert and prepare them to evacuate.
5. Maintain lists of employees who have volunteered to staff the Special Needs shelters.
6. When notified, alert volunteers to report to designated shelters.

F. Volusia Council on Aging

1. Register clients requiring Special Needs support and forward completed requests to Volusia County Emergency Management.
2. Maintain a current list of clients requiring Special Needs support.
3. If available, provide Spanish speaking volunteers to the Citizen's Information Center to assist Spanish speaking county residents who may have questions about the Special Needs program.
4. Alert Council on Aging volunteers to report to their designated shelter.
5. Maintain a list of personnel who have volunteered to staff PSN shelters.

G. VOTRAN

1. Serve as the central coordinator for Special Needs support.

2. Develop plans for providing transportation assets necessary to evacuate individuals with Special Needs residing in Volusia County.
3. Monitor progress of Special Needs evacuation and ensure sufficient resources are committed to accomplish the evacuation prior to onset of tropical storm force winds.
4. Coordinate with Volusia County School District to augment capacity as required.
5. If necessary, coordinate with the State EOC, Emergency Support Function 1, Transportation (ESF 1) and/or adjoining counties to obtain transportation resources to support the Special Needs evacuation scenario.
6. Maintain a central list of names and destinations of all Special Needs evacuees transported.
7. Coordinate transportation required to return evacuees to their residences or to temporary housing (if they are unable to return to their primary residences).

H. Volusia County School District

1. Coordinate with VOTRAN to provide necessary radio equipped wheelchair capable School District buses to augment VOTRAN resources as required to transport Special Needs registrants to designated shelters.
2. Maintain lists of names and destinations of all Special Needs evacuees transported by School District buses during evacuation. Provide the list to Emergency Management upon request.
3. Provide a list of available volunteer driver assistants in conjunction with the Council on Aging who will ride buses and vans to assist with loading and unloading of passengers to the Emergency Transportation Coordinator.

I. Volusia County Fire Services

1. Coordinate with municipal fire/rescue companies as necessary to support Special Needs evacuation.
2. Provide onsite Advanced Life Support (ALS) medical teams to Special Needs shelters in the county. Each team should arrive when the shelter opens and remain until released by the shelter senior medical supervisor. The ALS team will be prepared to respond to medical emergencies that are outside the scope of maintenance care and assist the medical staff when requested with triage decisions.
3. Report any major changes in available resources or significant problems to Emergency Management immediately.

J. Volusia County Sheriff's Department

1. Provide security support to Special Needs shelters as required.

K. Citizens Information Center

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1. Be prepared to receive telephone requests for Special Needs evacuation/shelter support. Immediately relay such requests to ESF-1 and ESF 20.

VOLUSIA COUNTY PSN SHELTER OPERATIONS PLAN

1. SCOPE

A. Purpose

1. The purpose of this Section of the plan is to provide direction for the operations of the Volusia County Special Needs Shelters. While each shelter has somewhat different specific procedures due to differences in the buildings and equipment available, this plan will provide general guidance for shelter operations, staffing, and staff duties and responsibilities. Operating procedures for each Special Needs Shelter are attached to this plan as Appendixes 1 through 4.

B. General

1. Each shelter will be staffed by a shelter operations team supervised by the Shelter Operations Manager and a medical team supervised by a Nurse Supervisor. The Shelter Operations Manager and staff will normally be drawn from the staff of the shelter facility, School District staff and the Nurse Supervisors will be provided from the Volusia County Health Department.

2. The Operations Team will be responsible for the general non-medical operations of the shelter to include logistical support. In addition, the Shelter Operations Manager should maintain close coordination with the medical Section and be prepared to assist the medical staff as required. Each Shelter Operations Manager should tailor the plans for his/her facility to the needs of the specific site following these general guidelines, and the appropriate Red Cross shelter management guidelines.

3. As part of the planning/preparation process, the Shelter Operations Manager should accomplish the following:

- a. Designate key supervisory personnel.
- b. Meet with shelter operations nursing staff, explain the concept of a Special Needs Shelter, and define responsibilities.
- c. Meet with the medical team supervisor and designate specific administrative, billeting, treatment and support areas/rooms for Special Needs, HOSPICE evacuees, and pet accommodations.

4. The Medical Team will be composed of volunteers from home health care agencies and individual volunteer nurses and caregivers. Nurse Supervisors from the Volusia County Health Department will supervise the team. The Nurse Supervisors will have the primary responsibility for managing and organizing the medical team. Questions regarding care and procedures will be resolved by the on-site or on-call shelter physicians. As part of the planning/preparation process for shelter activation, each Community Health Nursing Program Specialist assigned as a nursing supervisor should accomplish the following:

- a. Make a shelter site visit.
- b. Coordinate with the Operations Manager to make sure shelter operates as smoothly as possible and direct nursing and support personnel.

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c. Meet with assigned/volunteer medical personnel and develop a plan of operation, to include assignment of nursing/medical personnel to key positions.

d. Meet with HOSPICE representative to coordinate specific HOSPICE requirements.

5. It is expected that within 48 to 72 hours after shelter activation, additional volunteer medical staff, arriving from neighboring counties and states, will begin to replace the original shelter staff. These people, plus additional school personnel and the relatives of the patients, will provide a pool of workers to relieve the original shelter staff.

2. Shelter Operations Procedures

1. When notified that shelters will be opened, the Health Department Medical Team Leaders and the Shelter Operations Managers will contact the members of the team and notify them to report. Upon being called, shelter and medical team members will report to their assigned shelters as soon possible. If a Shelter Operations Manager or medical team leader is unavailable (vacation, etc.) the alternate operations manager or team leader should be contacted.

2. The shelter will be staffed by a Shelter Operations Manager and assigned support staff. Upon being notified that special care shelters are to be opened, the Shelter Operations Manager will initiate the staff notification process using pre-planned recall procedures. If any staff is not reached by phone, the remaining staff will report to the shelter and continue the contact procedure at that location.

3. As staff arrive at the Special Needs shelter, they should first report to the staff registration desk for assignments. Some staff will have pre-assigned duties; others will be assigned duties upon arrival.

3. Registration and Pre-Registration

1. A list of individuals pre-registered as requiring Special Needs sheltering will be provided to each Shelter Operations Manager and medical team supervisor. The list should be kept at the registration desk.

2. Each Shelter Operations Manager will have primary responsibility for registration.

3. **EVERY Special Needs shelter resident must be registered as soon as possible after entering the Special Needs shelter.** The registration area should be established near the shelter entrance. No one should be allowed into the shelter billeting area without first being registered. The Special Needs Registration/ Medical Information Form will be used to register all evacuees (See Appendix x).

4. The registration form file will be used as the basis for reporting shelter population to the EOC. During the evacuation phase, these reports will be due on an hourly basis until the shelter is full/closed.

5. If conditions and resources permit, evacuees who do not meet Special Needs shelter admission criteria will be referred or transported to the nearest General Population shelter.

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6. If an evacuee arrives who, in the opinion of the Triage Nurses, requires a level of care that exceeds the capabilities of the Special Needs shelter, the doctor on duty at the shelter or the nurse supervisor will contact the EOC to arrange transport and admission of the evacuee to a hospital.
7. From the registration desk, evacuees will be directed to their designated billeting area. Volunteers should be available to guide evacuees to their designated areas.
8. Shelter Staff Registration: All Shelter Staff must also register. A separate registration area for shelter staffs should be established adjacent to the evacuee registration area. All Arriving staff and any accompanying family members must sign the roster. Supervisors will then assign them to appropriate shelter areas and arrange any necessary sleeping arrangements.
9. Job descriptions listing duties and responsibilities for critical staff positions in the shelter are found in Section x of this plan. All Special Needs staff should be briefed on their responsibilities and duties.
10. If medical supplies are needed, the medical team leader should contact the EOC. Arrangements have been made to purchase necessary supplies through Red Cross channels. The representative from County Purchasing and Contracts at the EOC will arrange payment.
11. Each shelter will be provided with the following:
 - A limited number of cots
 - Oxygen tanks and regulators
 - Food supplies
 - Medical supplies
 - Administrative supplies
12. Each Shelter Manager must establish sign-in logs to keep track of all volunteers in the shelter, the general times worked. Family members who accompany patients will be expected, if capable, to volunteer to help in the shelter.
13. Each Shelter Operations Manager should coordinate with security to control parking and determine the best locations for EMS vehicles.
14. Each Shelter Operations Manager is responsible to report to the EOC by telephone or radio when the shelter is open and at hourly intervals during the evacuation stage, and as the situation warrants.
15. Dietary Arrangements:

The School District has overall responsibility for providing food to all Special Needs shelters provide food at these locations. Meals should be planned and prepared keeping the dietary needs of the elderly in mind. A minimum of three days supply of food should be on hand to support each Special Needs shelter.

Individuals requiring specialized diets or supplements and evacuees requiring tube feeding must bring at least a three day supply of their required diet, as these items will most likely be unavailable in the shelter.

A limited supply of baby formula will be available at each shelter. However, parents/caregivers of Special Needs infants should bring at least a three day supply of formula or special dietary foods with them.

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Each Shelter Operations Manager is responsible to ensure that adequate food, supplies and staff are available to feed residents and staff. Any problems should be reported immediately to the School District representative at the EOC.

4. Shelter Closing

1. Returning evacuees to their residences

a. Once the storm ends, evacuees cannot be kept in a shelter against their will. Those evacuees with their own transportation may leave when roads are clear. However, they should be advised of any circumstances, major damage or travel restrictions that may prevent them from returning home.

b. No County vehicle will enter a restricted area for the purpose of returning evacuees to their homes.

c. The Transportation Coordinator will coordinate with VOTRAN and the School District to arrange return transportation of evacuees to either their homes or to temporary housing.

d. If, upon arriving at an evacuees residence, the building is found to be uninhabitable, the driver will contact ESF-1 and return the evacuee either to the Special Needs shelter or to appropriate temporary housing.

e. Evacuees who cannot return home because of storm related damage will be moved to temporary housing as soon as possible after the storm.

2. Clearing of Facilities and Return of Equipment:

a. Each Shelter Operations Manager will be responsible for clearing the Special Needs Shelters. They will coordinate with the medical staff members to assure that medical equipment is returned to the appropriate rental agency, and that all medical supplies are returned to their proper storage locations. The Medical Supervisor will be responsible to ensure that all bio-hazardous waste is removed from the shelter and disposed of in accordance with EPA rules. All staff and volunteers should cooperate to return the facility to its pre-shelter condition.

b. All records, to include registration forms, medical information forms and any other medical records should be boxed and prepared for shipment to the EOC.

c. Any damage to the facility caused by its use as a shelter should be documented and submitted to the Director, Volusia County Emergency Management for possible reimbursement.

3. Individual shelter plans are appended to this plan as Appendixes 12 -15. Each contains: A floor plan depicting the locations of all major facilities, a map of the grounds showing parking areas with entrances and exits depicted and any special instructions.

5. Shelter Activation Notification Procedures

1. This plan will be activated any time a situation occurs that may require sheltering of People With Special Needs. The plan will be activated and Special Needs Shelters will open at the direction of the Director, Emergency Management or his designated representative. The EOC staff will notify key individuals as indicated on the shelter activation notification diagram.
2. Upon being notified of shelter activation, each Shelter Operations Manager will notify his/her key staff and volunteers to report to their assigned shelter as soon as possible.
3. The Volusia County Health Department will notify the nurse supervisors for each shelter and appropriate points of contact from home health agencies and any other volunteer agency providing volunteers to the medical team.
4. Upon receiving the shelter activation alert, the Director, VOLUSIA/FLAGLER HOSPICE will notify appropriate staff to report to the Special Needs Shelter. In addition, HOSPICE will FAX or deliver the list of HOSPICE patients requiring evacuation using the short version of the registration form.

NOTE: Because of the time required to notify all potential Special Needs evacuees, the EOC will attempt to begin the notification process when a Hurricane Watch is declared. The goal will be to have a complete list of those requiring transportation to ESF-1 and ESF-20 before an evacuation order is announced.

6. Triage/Registration

1. All incoming evacuees will report to the registration and triage desks. The EOC will furnish each Special Needs shelter with a printout containing the names and medical information of individuals who have registered and have been approved for Special Needs sheltering.
2. The Special Needs Registration/Medical Information form will be used to register all occupants.
3. The triage desk will screen all incoming evacuees to if evacuees who have not registered meet Special Needs admission criteria as detailed in this plan. Based on medical information provided, the triage desk will assign evacuees to the appropriate area within the shelter.
4. Colored stick on dots will be placed on registration forms or forms will be annotated with an (h) or (p) to indicate where the person will be assigned in the shelter. Shelters will be Sectioned into color-coded areas and areas marked by one of the three letters as listed below.. (Ex: oxygen dependent - red dotted, will be assigned to red coded area).

RED - persons who are oxygen dependent
YELLOW - persons whose condition requires close monitoring, medications which cannot be self-administered and/or require a high level of care.
GREEN - persons needing minimum care
BLUE (H) - persons assigned to HOSPICE
BLUE (P) - Special Needs children and their parents/caregivers

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5. Color-coded wristbands corresponding to the color of the Section where the evacuee will be assigned will be provided to all Special Needs shelter residents. These wristbands must be worn at all times.
6. If possible, caregivers will be assigned to the same area as the person to whom they provide support. Caregivers will wear the same color wristband as the individual they are accompanying.

7. Special Needs Shelter Staff Duties/Responsibilities

1. GENERAL:

- a. All staff and volunteers will report to their assigned shelters as soon as possible after notification has been received. See Section X for notification procedures. Listen to local radio or television stations, NOAA RADIO, or the Weather Channel for information/ instructions.
- b. Two twelve hour shifts will be worked. Supervisors and as many volunteers as possible should report to shelter at least four (4) hours before it officially opens.
- c. Nurse Supervisors from the Volusia County Health Department will plan, organize, and coordinate the triage in the Special Needs shelters. They will also assign nurses to provide care to persons who are in need of special nursing care.

A. Medical Staff Responsibilities

1. Physician

- a. Physicians (If available) will be responsible for the diagnosis and appropriate treatment of any acute illness that develops in patients already admitted to the shelter. The physician will work closely with the nursing staff to resolve patients' problems and assess the needs of shelter residents; the physician will advise the Shelter Manager as to what medications, supplies and equipment he (or she) will need to have available at the site.
- b. If a physician is not present in a shelter, the Fire/Rescue EMS team assigned to each Special Needs Shelter will be in radio contact with their designated on call physician who will provide medical advice when necessary.

2. Nurse Supervisor/Assistant Nurse Supervisor

- a. Responsible for overall supervision of medical staff to ensure that all Special Needs evacuees are given appropriate care and prompt treatment.
- b. Major duties are listed below
 - Report to assigned shelter in appropriate, comfortable clothing, at the agreed time.
 - Coordinate with the Shelter Operations Manager and the Red Cross Registration Coordinator to allocate space, establish registration/ triage procedures in the shelter.

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- Review inventory of on-hand medical supplies, inform the Shelter Manager if additional supplies are needed. Use Red Cross form for ordering of all supplies and provide request to EOC for action.
- Consult with shelter physicians concerning medical management plans for medically dependent occupants.
- Assign nurses and other health services personnel to appropriate duties, e.g.: registration and triage, and supervisory positions.
- Appoint nurses and other health professionals to supervisory positions as necessary.
- Assign nurses and other health care professionals to 12-hour shifts.
- Ensure that each nurse has identification, color-coded according to area assigned.
- Establish nursing care priorities and plan for health supervision.
- Make sure that all members of the shelter medical staff receive adequate instructions.
- Review medical/nursing protocols, special treatment, and general health needs with the medical and nursing staff.
- Establish procedure for accurate record keeping. Ensure that all treatment provided is recorded and that records are maintained in a central location.
- Record all medical information on the medical information form. This form will be used, as record for all Special Needs evacuees. It will be attached to the registration form and maintained on file for each patient. To assist in-patient tracking, a central file listing all evacuees must be retained in the shelter admin area.
- Ensure that each Section (nursing station) keeps a list of all medically dependent evacuees and their nursing needs.
- Consult with nutritionist/food service supervisor to review meal plan and resources available for modified diets for health or religious reasons.
- Plan with Shelter Operations Manager for initial and periodic health inspection of the shelter.
- Coordinate with the Shelter Operations Manager to establish procedures to handle bio-medical waste.
- Coordinate with available mental health professionals and any volunteer religious leaders to develop a plan to meet mental health / counseling needs.

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- Establish and maintain a log of daily activities. Provide daily reports of significant activities to the EOC.
- Establish and maintain records of hours worked by the medical staff. Provide it to the Shelter Operations Manager on a daily basis. Keep a list of all supplies ordered/received and used.
- Remain until relieved.
- Upon closing the shelter, inventory supplies used. Report used, broken or unusable equipment to the Shelter Manager.

3. Shelter Nurse

1. The Registered Nurse/ Licensed Practical Nurse will be responsible for provision of all nursing services in the Special Needs shelter. Nurses will follow the established protocols and additional medical/ nursing procedures for the Special Needs shelters. The shelter physicians may authorize the nurse to provide health care outside the scope of protocols when medically indicated.

2. Major Duties Include

- Report to the assigned shelter in appropriate comfortable clothing as soon as possible upon being notified.
- Report to nurse/Shelter Manager and sign in.
- Get assignment from lead nurse.
- Become familiar with shelter floor plan.
- Assist with making shelter ready for occupants.
- Review medical/nursing protocols, special treatments, and general health needs with the nursing staff.
- If assisting with registration/triage, fill out medical needs information (if not pre-registered) form on all medically dependent evacuees and complete the record form 5972 on all other shelter occupants.
- Assist in maintaining accurate and complete records on all patients. File all medically dependent evacuees' records in alphabetical order.
- Maintain a list of evacuees assigned to your area and their nursing needs.
- Make rounds and be sure all nursing care procedures are accomplished at the appropriate time and are properly recorded.
- Ensure that all medications are taken/given at the appropriate times.

- Consult with shelter/on call physician as necessary when there is a question concerning medical/nursing care.
- Keep lead nurses/Shelter Manager informed of medical, nursing and health situations, activities, needs and plans.
- Recruit helpers from assigned volunteers and evacuees as needed.
- Supervise medical assistants / volunteer caregivers as necessary
- Give care and/or reassurance as needed.
- Report to your lead nurse when going off duty. Do not depart station until released.
- When shelter is closed, assist with supply inventory. Report used, broken or unusable equipment to lead nurse/Shelter Manager.

4. Triage Nurses

- Screen non-pre registered evacuees using criteria established in Section x of this plan.
- Interview evacuees and complete the medical information portion of the Special Needs Registration Appendix 4 for sample form.)
- Direct those evacuees who meet Special Needs admission criteria to the registration desk to complete their in processing.
- If conditions permit, direct evacuees who do not meet Special Needs criteria to the red cross shelter desk where they will be directed to the nearest Red Cross Shelter and, if necessary provided with transportation. If the "no travel" announcement has been made, all evacuees will be admitted and registered regardless of whether or not they meet criteria.
- Coordinate with the shelter physician and EMS team to arrange admission, to the nearest appropriate hospital, of evacuees whose condition exceeds the capabilities of the Special Needs shelter.

9. Shelter Operations Staff

a. Shelter Operations Manager

1. Primary Responsibilities: The Shelter Operations Manager will be primarily responsible for the general operation and logistical support to the shelter, to include: opening and closing the shelter, shelter maintenance; custodial support; meal planning and serving; security; inventory, and storage and distribution of required supplies. In addition, he/she will be responsible for maintaining close coordination with the medical team supervisor, providing required reports to the EOC, and for maintaining cordial relations with the press. This person should be a trained shelter manager.

Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

2. Additional responsibilities include:

- Coordinate registration and other activities with the Nurse Supervisor.
- Notify the EOC when the shelter becomes operational.
- Make staff assignments.
- Designate special rooms for staff and caregivers; coordinate with the Medical Team Supervisor to designate rooms for use by medical staff.
- Insure shift schedules are established for shelter management staff.
- Put up signs and direction arrows as needed throughout the facility.
- During the initial opening period and during shelter closing, report to Emergency Operations Center approximately every hour on shelter status. Report should include shelter population, number of staff, and significant problem areas.
- Provide daily reports to the EOC regarding number of meals served, number of occupants, number of staff, and any significant problem areas.
- Keep a record of hours worked by the shelter management staff.
- Coordinate with nurse supervisor to review inventory control policies and procedures for requesting logistical and medical supply support. Designate personnel to maintain an inventory and to control distribution of supplies.
- Coordinate with Medical Team Leader to provide necessary information for shelter staff and evacuees to include: meal schedules, shelter policies and procedures, work schedules, status of the hurricane, status of response /recovery efforts, shelter census, and responses to issues raised by staff or evacuees
- Serve as primary media point of contact for each shelter; coordinate with county PIO.

b. Volunteer Coordinator

1. The Shelter Operations Manager supervises the Volunteer Coordinator.

2. Volunteer Coordinator's Duties include:

- Contact the Shelter Operations Manager upon arrival.
- Serve as Assistant Shelter Operations Manager.
- Coordinate volunteer services and needs with the shelter medical supervisor and the Shelter Operations Manager

Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

- Recruit volunteers from incoming people.
- Keep and maintain records on all volunteers, documenting names and hours worked.
- Establish work schedules for volunteers, ensuring that all areas have sufficient assistance to operate.

C. Billeting Coordinator

1. The Billeting Coordinator is designated by and works for the Shelter Operations Manager.
2. Billeting actions must be coordinated with the Medical Team Supervisor.
3. Major Duties Include:
 - Coordinate with Supply Officer as needed.
 - Determine floor plan for arrangement of cots and mattresses.

NOTE: Consider accessibility, wide aisles (to accommodate wheelchairs, etc.) perimeters, location of rest rooms, etc. Also, keep families together whenever possible.

- Issue blankets and linens to residents as needed. The medical personnel may issue cots only to those determined eligible.
- Keep a record of hours worked by billeting staff and submit it to the Volunteer Coordinator.
- Monitor the sleeping areas at all times, using assigned volunteers.

D. Family Services Coordinator

1. Major duties include:
 - Set up a television, if available, in an appropriate location for public viewing.
 - Ensure television area is monitored.
 - Set up/maintain an information center to provide information to the patients and staff to include: meal schedules, weather up-dates and hurricane information, etc.
 - Coordinate with mental health professionals or religious counselors, if available, to provide assistance when needed by patients.
 - Refer serious problems to the Shelter Operations Manager.

Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

E. Supply and Equipment Officer

1. Major Duties Include:

- Maintain an inventory of all medical and first aid supplies.
- Receive, store and safeguard supplies and equipment.
- Issue supplies to designated individuals upon presentation of requisition order or as instructed by Operations Manager.
- Maintain lists of all Red Cross equipment and all borrowed equipment.
- Coordinate with the EOC for purchase/rental of required equipment and supplies. Maintain accurate records pertaining to all purchase/rental requests to include amount and disposition of equipment received.
- Assist in closing the shelter.
- Collect and inventory all Red Cross equipment.
- Report loss or damage to borrowed equipment to Shelter Operations Manager.
- Submit receipts showing the return of all borrowed equipment to the Shelter Operations Manager.
- Keep a record of hours worked by supply and equipment staff and submit it to the Shelter Volunteer Coordinator.
- Keep Shelter Operations Manager informed of all shortages and needs.

F. Food Service Coordinator

1. The Food Service Coordinator is responsible for feeding all shelter evacuees and staff.

2. Major duties include:

- Inventory all food supplies and keeps Shelter Operations Manager informed as to food supplies on hand and needed supplies.
- Set up of a snack bar as soon as possible (coffee, cookies, tea, cola, etc) for workers and evacuees.
- Arrange for transport of food from cafeteria to shelter; direct the delivery of the food to the evacuees.
- Maintain records of hours worked by food service staff and submit to the School District.
- Maintain receipts for all food/food related supplies obtained through the Red Cross.

- Maintain a record of the number of meals served each day (breakfast, lunch, and dinner).
- Assist in closing the shelter.
- Submit (to Shelter Operations Manager) total number of meals served during the time the shelter was open.
- Restore Food Service Area to its former condition.

G. Maintenance Supervisor

1. Is responsible for the maintenance and cleanliness of the shelter facility.
2. Major Duties Include:
 - Supervise and coordinate activities with the facility maintenance staff.
 - Dispose of trash as needed.
 - Ensure that rest rooms and shower areas are clean and re-supplied as necessary.
 - Maintain (in conjunction with the maintenance personnel) all auxiliary power equipment and emergency generators.
 - Keep a record of hours worked by the maintenance staff and submit it to the Shelter Operations Manager.
 - Assist in closing shelter; supervise the final clean up to restore shelter to original condition.

H. Registration Coordinator

1. Major Duties Include:
 - Coordinate registration location with Shelter Operations Manager.
 - Establish registration procedures. Consider:
 1. Walk-ins (those not pre registered). Send to triage to ensure that they meet Special Needs admission criteria. After triage, send to registration.
 2. Pre-Registered (Those whose names appear on the list provided by Emergency Management)
 3. Organize 3 lines for pre-registered; example: Line 1: "A"-"F"; line 2: "G"-"P"; line 3: "Q"-"Z".

Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

4. One nurse should be at each registration line to assist registration. The nurse will be responsible for: reviewing registration/medical information forms, ensuring each registrant is assigned to the appropriate area of the shelter, and issuing necessary supplies and equipment.
- Direct new arrivals to the billeting coordinator area where they will be directed to their assigned billeting area and issued necessary equipment and supplies i.e.: cots, bedding etc.
 - The medical Information portion of the Special Needs Registration Form must be completed and maintained on file for each evacuee.
 - Identify skills of family members and provide data to the Volunteer Coordinator.
 - Hourly, or as requested, from the start of the registration process, provide the Shelter Manager with an updated report on the number of evacuees registered.

APPENDIXES

APPENDIX 1 TO THE BASIC PLAN: SHELTER ACTIVATION CHECKLISTSSPECIAL NEEDS EVACUATION PREPARATION CHECKLISTPHASE I: HURRICANE MAY IMPACT VOLUSIA COUNTY

<u>ACTION</u>		<u>COMPLETED</u> (Date/Time/Initial)
a.	Alert County Health Department; request they contact volunteer employees	
b.	Alert ARC, advise that Special Needs shelters may be required to be open	
c.	Alert School District Administration (Fred Miller)	
d.	Alert Home Health Agencies	
e.	Alert Council on Aging	
f.	FAX lists of medical volunteers to all agencies who have agreed to furnish volunteers	
g.	Alert purchasing; provide updated list of requirements	
h.	Alert VOTRAN	
i.	Prepare updated list of registrants requiring transportation. Lists should be sorted by destination, street name/number and by evacuation priority. Provide lists VOTRAN and School District.	
j.	Alert Volusia County School District	
k.	Alert EVAC	
l.	Alert Salvation Army	

Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

APPENDIX 1 TO THE BASIC PLAN (Cont.)

SPECIAL NEEDS EVACUATION PREPARATION CHECKLIST
PHASE II: HURRICANE WATCH

<u>ACTION</u>		<u>COMPLETED</u> (Date/Time/Initial)
a.	Contact Health Department; request list of nurses assigned to each shelter	
b.	Contact School District Administration (Fred Miller); advise of possible shelter openings	
c.	Contact Home Health Agencies; request that they confirm volunteers	
d.	Contact HOSPICE; advise them to begin alerting clients that a Hurricane evacuation could be expected within 12 -24 hours.	
e.	Contact Council on Aging; provide a list of registrants to call and advise of the possibility of an evacuation within 12-24 hours. Request they begin returning annotated pages of the list ASAP.	
f.	Contact Purchasing; advise that supplies and equipment may/will be required within 12-24 hours. If necessary prioritize supplies/equipment required	
g.	Contact VOTRAN; advise that an evacuation is likely within 12-24 hours	
i.	Contact School District advise to be prepared to begin transporting Special Needs evacuees within 12-24 hours	
j.	Contact School District; advise that supplies may be required within 12-24 hours	
k.	Contact hospitals; advise them to begin priority discharge and to be prepared to accept Special Needs evacuees.	

APPENDIX 1 TO THE BASIC PLAN (Cont.)**SPECIAL NEEDS EVACUATION CHECKLIST****PHASE III: Actions to be taken prior to shelter opening: Decision is made to evacuate.**

ACTION		COMPLETED (Date/Time/Initial)
a.	Contact Health Department; request that nurses report to their designated shelters	
b.	Begin calling Special Needs Registrants required to evacuate. Use automatic call down system (if operational).	
c.	Call Purchasing; request they activate appropriate resource orders.	
d.	Contact Transportation Coordinator; prepare to begin transporting Special Needs registrants.	
e.	Prepare lists of registrants assigned to each shelter, and ensure that they are provided to each Special Needs Shelter Medical Supervisor.	
f.	Contact hospitals; alert them that they will receive pre-designated patients whose condition exceeds the capabilities of the Special Needs Shelters.	
g.	Contact Home Health Agencies; advise that evacuation is about to begin. Request that they contact employees who have volunteered to staff shelters .	
h.	Contact School District, EVAC, Fire Services. Alert that Special Needs evacuation is about to begin.	

Volusia County Special Needs Evacuation and Special Needs Shelter Plan

APPENDIX 2 TO THE BASIC PLAN

SPECIAL NEEDS SHELTER CLOSEOUT CHECKLIST
PHASE IV: Actions to be taken when decision is made to close a shelter

ACTION		COMPLETED (Date/Time/Initial)
a.	Alert Staff that Shelter is about to close	
b.	Alert shelter residents that shelter is preparing to close	
c.	Assist shelter residents with preparations to leave	
d.	Coordinate transportation requirements with EOC	
e.	In conjunction with Transportation coordinator, finalize plan to transport shelter residents home or to alternate locations.	
f.	Ensure that all departing residents and their belongings are accounted for.	
g.	Gather up and inventory all rental equipment. Segregate by type, and provide inventory to EOC (Purchasing)	
h.	ESF-20 Call rental Agencies advise them to pick up their equipment.	
i.	As shelter residents leave, take down cots and collect them in a single location for shipment to storage area.	
j.	Call ESF-20 arrange for removal of all BIOHAZARD waste.	
k.	Collect shelter supplies and move them to the storage area.	
l.	Collect trash from shelter area and move to trash collection points.	
m.	Provide frequent updates to the EOC, advise of any problems areas.	
n.	If contractors/vendors are unable to pick up rental equipment, arrange with Shelter Operations Manager to store in a secure area. Provide list of equipment left at shelter to EOC.	
o.	Advise EOC when all residents have departed the shelter.	
p.	Make final check of the shelter. Ensure that electricity is turned off where not needed and that all areas of the kitchen are properly secured.	
q.	Advise EOC when shelter is closed	

APPENDIX 3 TO THE BASIC PLAN**DON'T LEAVE HOME WITHOUT THEM****When Evacuating To A Shelter, Bring The Following Items:**

ALL REQUIRED MEDICATIONS AND MEDICAL SUPPORT EQUIPMENT: Wheel chair/walker, oxygen, dressings, feeding equipment, ostomy, etc.

Any specific medication or care instructions. Name phone number of physician/home health agency/hospital where you receive care.

2. **SPECIAL DIETARY NEEDS:** Only regular meals will be provided.
3. **SLEEPING GEAR:** Pillows, blankets, Portable cot or air mattress, folding chairs.
4. **IMPORTANT PAPERS:** i.e.: Insurance papers, doctors orders.
5. **IDENTIFICATION:** With photo and current address.
6. **CASH:** Check cashing/credit card services may not be available for several days after the storm.
BUT: Don't bring too much! There will be no place to secure money or valuables at the shelter.
7. **COMFORT ITEMS:** Personal hygiene items, snacks, small games, cards, reading material, etc.
8. **EXTRA CLOTHING:** An extra set of comfortable clothing and a few extra sets of underwear and socks.

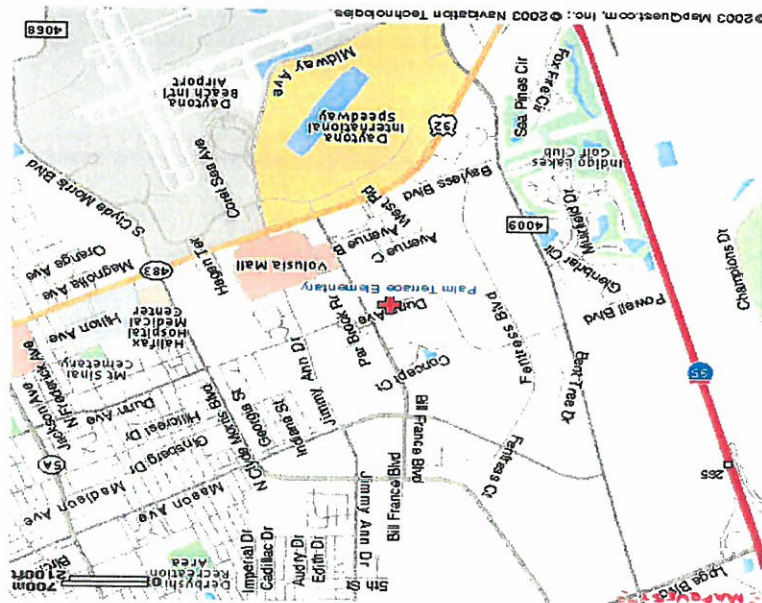
Volusia County Special Needs Evacuation and Special Needs Shelter Plan

APPENDIX 4 TO THE BASIC PLAN

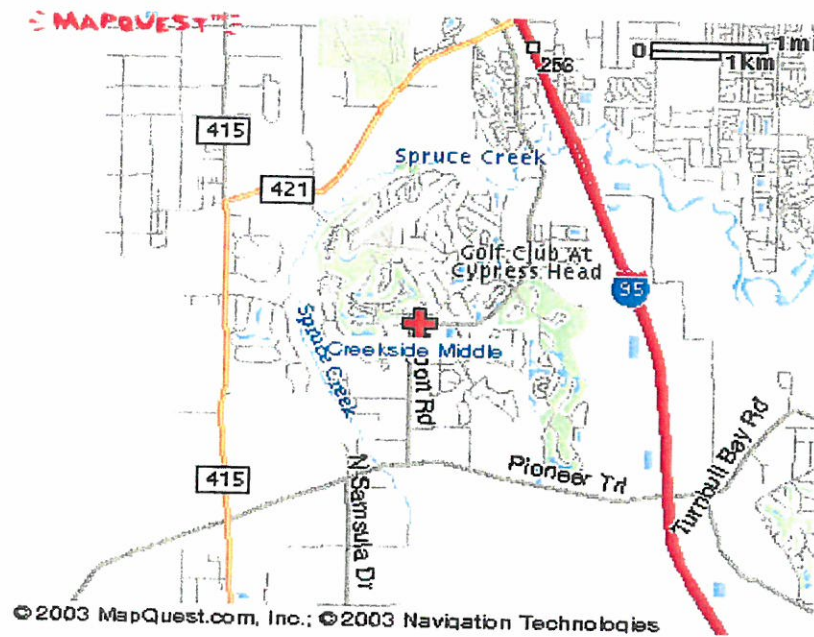
MAPS TO SPECIAL NEEDS SHELTERS AND SHELTER INFORMATION POINTS

<u>SPECIAL NEEDS SHELTER</u>	Page
<u>Palm Terrace Elementary</u>	37
<u>Creekside Middle</u>	38
<u>Freedom Elementary</u>	39
<u>Galaxy Middle</u>	40
<u>Heritage Middle</u>	41
<u>Atlantic High</u>	42
<u>Deltona High</u>	43
<u>Pine Ridge High</u>	44

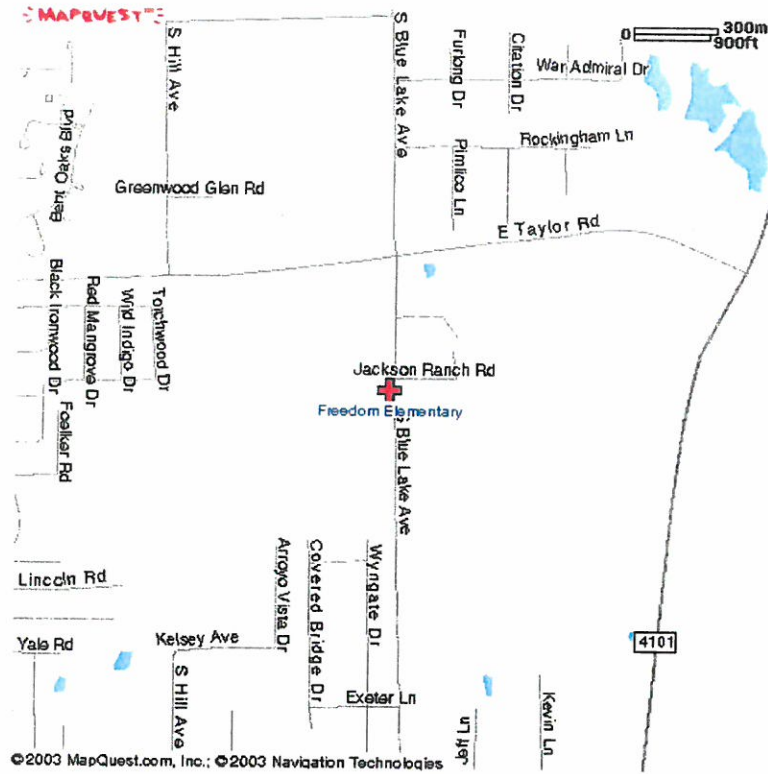
Palm Terrace Elementary 1825 Dunn Ave Daytona Beach



Volusia County Special Needs Evacuation and Special Needs Shelter Plan
 Creekside Middle 6801 Airport Road Port Orange

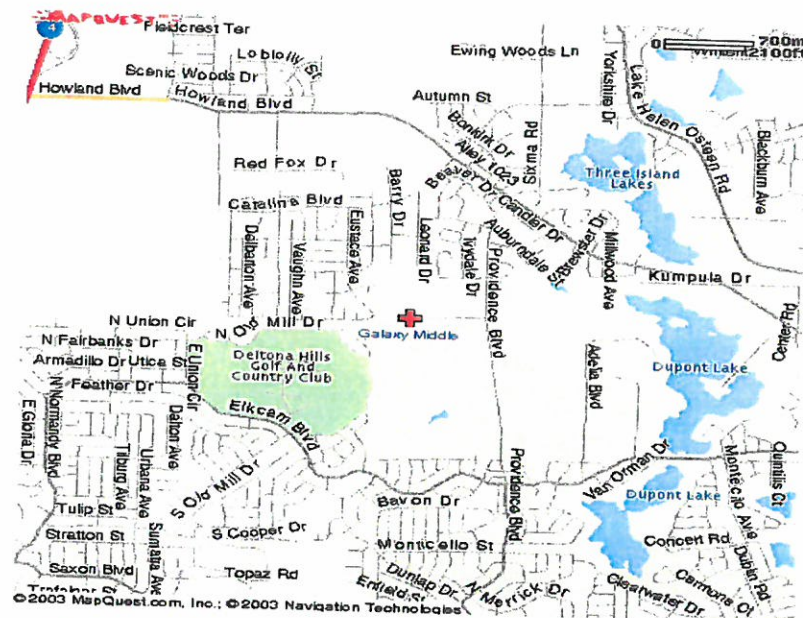


Volusia County Special Needs Evacuation and Special Needs Shelter Plan
Freedom Elementary 1395 S. Blue Lake DeLand

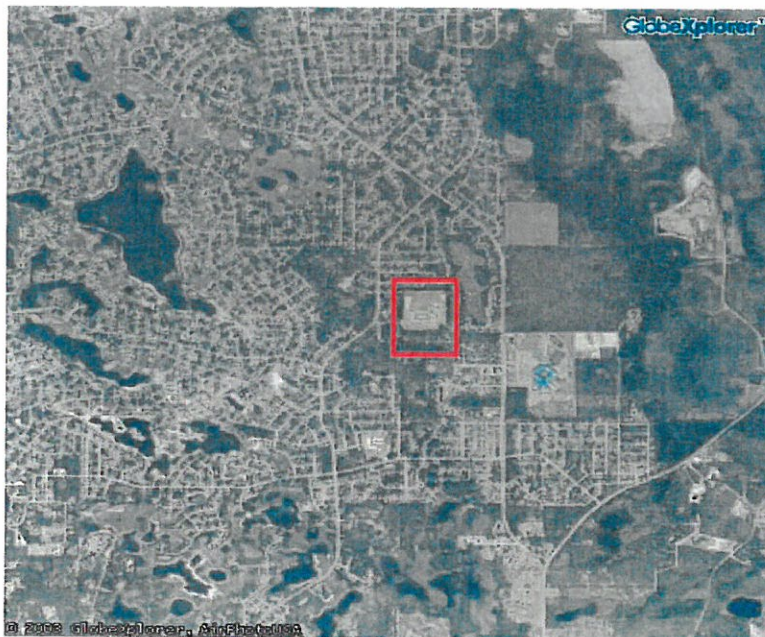
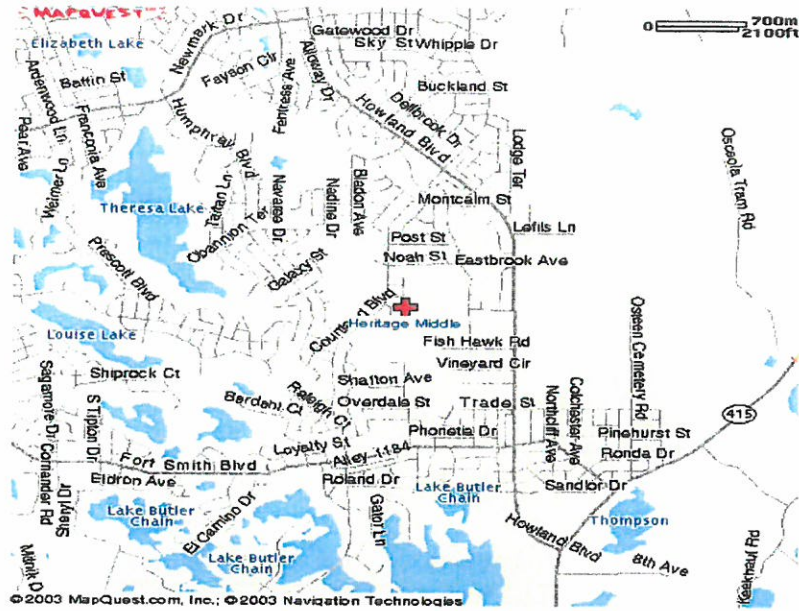


Volusia County Special Needs Evacuation and Special Needs Shelter Plan

Galaxy Middle 2400 Eustace Ave Deltona

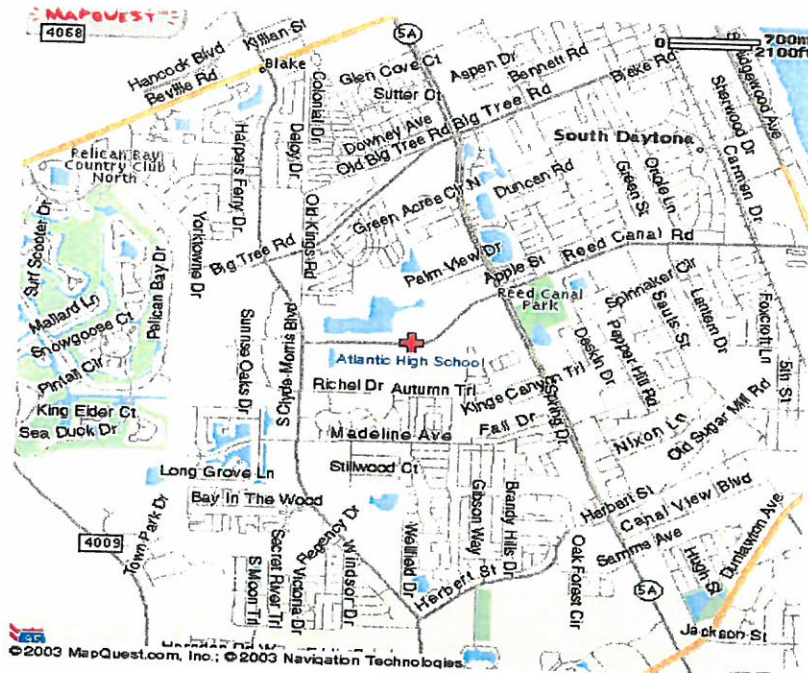


Heritage Middle 1001 Parnell Court Deltona

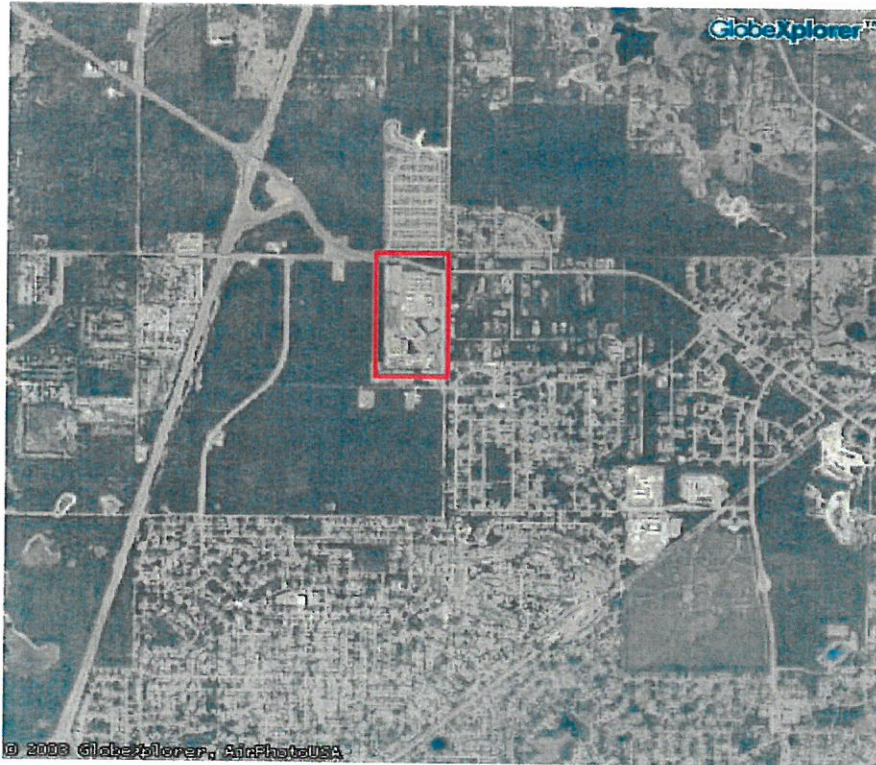
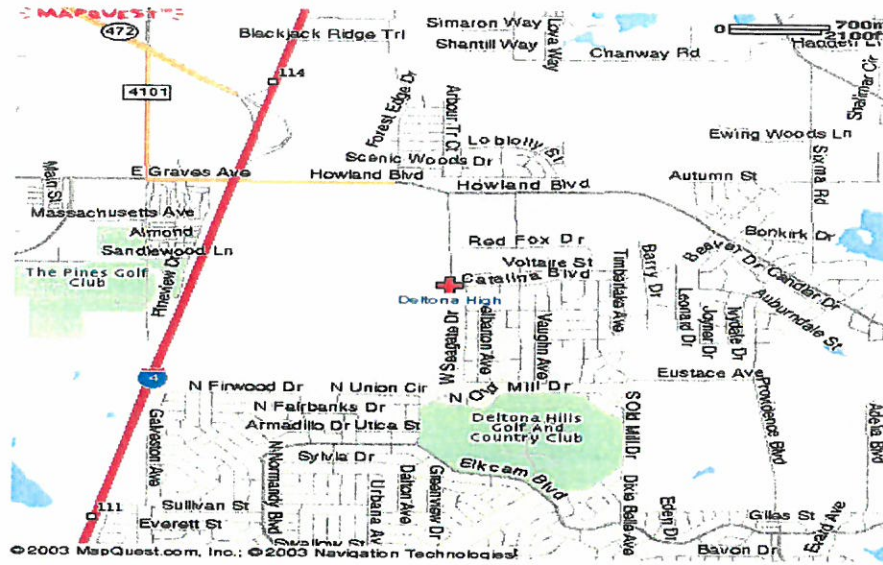


Volusia County Special Needs Evacuation and Special Needs Shelter Plan

Atlantic High 1250 Reed Canal Road Port Orange

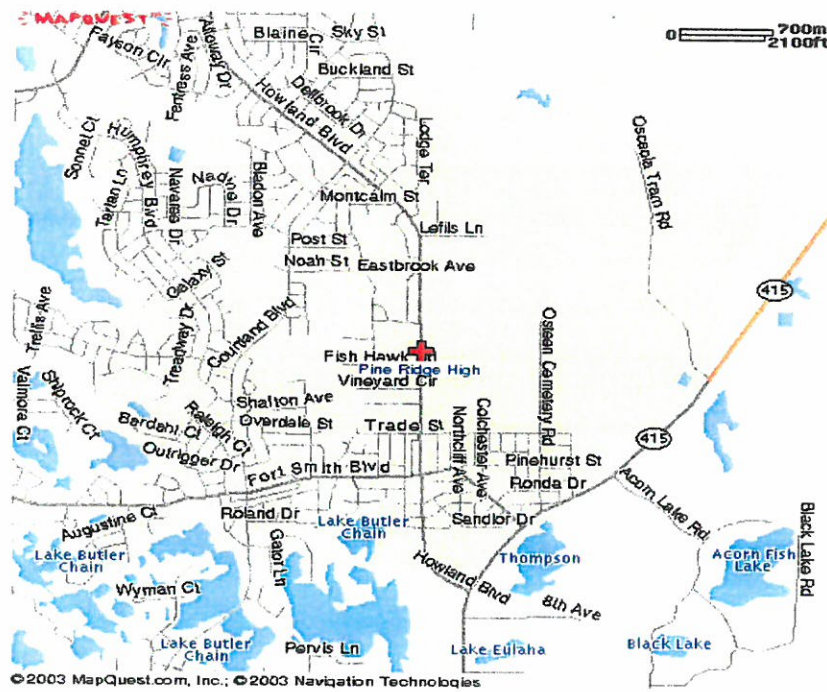


Deltona High---Shelter Information Point (SIP)---100 Wolf Pack Run Deltona

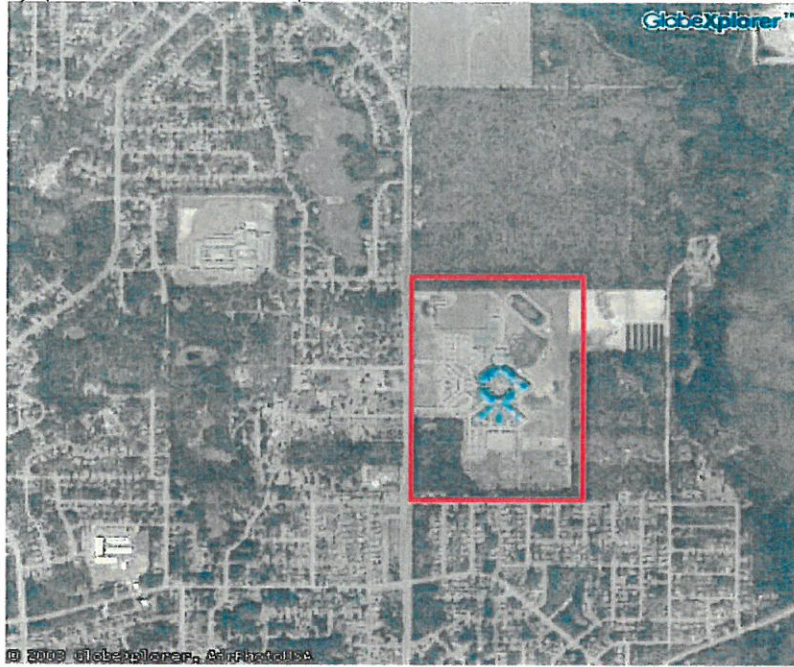


Volusia County Special Needs Evacuation and Special Needs Shelter Plan

Pine Ridge High—Shelter Information Point (SIP)---925 Howland Blvd Deltona



Volusia County Special Needs Evacuation and Special Needs Shelter Plan





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

**City Commission
Agenda Item**

MEETING DATE: August 25, 2015
FROM: Catherine Colwell
SUBJECT: Utility Bill Printing and Mailing Contractual Services with
Municode Advantage
NUMBER: (ID # 1156)
APPLICANT:
PLANNER:

DISCUSSION: The City of Holly Hill has been utilizing the printing and mailing services of a third party vendor to print and mail all of its monthly utility bills. The city is operating on a month-to-month basis on a contract that was bid in 2010 and expired in 2011. Staff is desirous of changing vendors due to multiple problems over the past few months with bills being mailed twice or not mailed at all to our citizens. This has created much confusion for our citizens and staff believes that utilizing a different vendor will eliminate this problem for both city staff and our citizens. Staff is recommending that the City of Holly Hill utilize the services of Municode Advantage through a competitively bid contract from the City of Ormond Beach. Ormond Staff has been very pleased with the services provided by Municode. In addition, the City of Edgewater has utilized this same contract and has been very pleased with the services of Municode. Neither City has reported any issues with their services.

FISCAL ANALYSIS: This contract will remain at the same pricing structure as our current provider, however we should experience less workload due to less printing and mailing issues.

STAFF RECOMMENDATION: Approve the “Piggy-backing” of the Ormond Beach

contract with Municode Advantage

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: Motion to approve the “Piggy-backing” of the city of Ormond Beach Contract for Utility Bill Printing and Mailing services through Municode Advantage.

- Municode Intro Letter (PDF)
- OB Contract with MCCA (PDF)
- Sample Edgewater Bills (PDF)
- Holly Hill with MCCA's signature (PDF)
- MCCA with Holly Hill Exhibits A and B (PDF)



Good afternoon,

My name is Scotty McChesney with MCCa a division of Municipal Code Corporation (Municode). We specialize in high quality utility bill presentment processing and mailing services. We are currently working with over 50 small to medium sized utility providers throughout Georgia and Florida. My mission is to provide small to medium municipalities the same high level of service and flexibility that larger municipalities receive. We are centrally located in Tallahassee, Florida and are now focusing on expanding our regional footprint to North Carolina.

I have included some billing statement samples and in-depth information on the services MCCa provides for you to review. Please let me know if you would like to discuss how MCCa can provide you with unique billing solutions that you can trust. I sincerely want to be your partner for your utility billing presentment and payment solutions.

Thank you in advance for your time and consideration. I look forward to hearing from you.

Sincerely,

Scotty McChesney | Account Executive
Utility Billing Presentment and Payment Solutions

Office | 850.576.3172 ext. 1412
smcchesney@mccadvantage.com www.mccadvantage.com



Who we are

MCCa is entirely different than every direct mail, printing and billing solution provider in the US today, simply because of our perspective, experiences and ultimately our unique focus on municipalities and utility providers. MCCa is a highly successful business that operates under the Municipal Code Corporation (Municode) umbrella. For over 50 years, Municode has been the nation's largest, most experienced codifier providing editing, publishing, printing and mailing of local government codes and regulations.

In 2005, MCCa was launched specifically to help with the unique billing needs of municipalities and co-operative utilities and has emerged as one of the fastest growing providers of billing statements to the municipal market, currently presenting over 8 million statements annually.

Our value proposition is that we understand your organization's unique billing challenges; we provide experience to meet the increasing demands placed upon local and regional government entities which we couple with our worldclass fulfillment services. We know billing processes may not be your team's top-of-mind priority, but we also understand that servicing your customers, lowering your costs and managing revenue streams are a major concern. MCCa will improve your billing process and service levels while lowering your costs.

- **Trust** - Municipal Code Corporation (MCC) has more than 55 years of experience, focused solely on providing services to local government. MCC has over 4,000 city and county customers in 49 states.
- **Custom-developed solutions** - Our statements are easy to read and understand. We work directly with your staff to insure your statements are exactly the way you and your customers want them. Our staff has over 28 years of billing experience.
- **Fast Turnaround** - We know how important your revenue stream is. Statements normally reach the USPS within one business day of our receipt of your data file. We work closely with the USPS to insure speedy delivery to your customers.
- **Quality** - Our "Advantage 10" quality process insures quality and integrity on each and every statement that leaves our door. MCCa is a USPS OP certified and Manifest mailer meaning every piece of mail receives a unique piece ID ensuring we account for and deliver every statement to the USPS.
- **In-House Creative Services** - MCC has been in the publishing business for over 55 years, and has kept up with the evolution of technologies to the benefit of our customers.
- **Disaster Recovery** - All data sent to MCC is saved, archived and available at your request in the event of a natural disaster. Additionally, MCC's disaster plan is thorough and tested; a copy is available on request.
- **Safe And Secure** - You can be assured that your customer's information is safe and secure from prying eyes. At MCC we take no risks and employ all necessary measures to insure your data is always protected.
- **Environmental Stewardship** - We take our impact on the environment seriously and are selective in choosing our business partners. All paper suppliers are "Tri-certified" in support of sustainability. This is a Chain-of-Custody certification, which is a commitment to responsible forest management practices and environmental stewardship in all levels of production. We utilize a green process that is more environmentally friendly than post-consumer recycled materials.

Our knowledge of the public sector is exceptional, our reputation is bullet-proof and our billing and mailing fulfillment service levels are second to none.





Our Services

Bill Printing and Mailing Services

MCCa offers a diverse selection of traditional and online tools to support your billing presentment needs. MCCa's postage reduction strategy reduces your undeliverable mail and obtains maximum postal efficiency beyond just postal rates. We provide you with tools that ensure every piece of mail is postal-qualified, keeping you on top of ever-changing Postal Service technology.

- Next day mailing
- Address Cleanup using USPS NCOA ☐ Bill batching
- Customized, easy to read statements
- Special messaging capabilities on your bills
- Inserts and special mailing capabilities
- Secure Online Statement Viewing
- Retrieve any bill, anytime

Electronic Billing and Integrated Payment options

E-billing makes making payments quick and easy while enabling your customers to conveniently pay their utility bills at any time or anywhere using the internet or phone (IVR) via credit card, debit card or electronic check 24/7. Whether you want to absorb all, part or none of the fees, we have the flexibility to implement the right solution for you.

MCCa provides a custom e-bill summary message and includes an attached PDF copy of the customer's statement. Integrated payment options can include links to payment sites. Any customer response to e-bills will be directed seamlessly to the email address you provide for a great customer service experience.

- Reduce operational costs
- Eliminate postage costs
- Increase customer satisfaction
- Help the environment
- Speed up the revenue cycle
- Provide detailed reporting

We want to grow with you adding new services as you are ready

Consumers everywhere are using their mobile devices to make life easier, gain quick access to information, and manage their day-to-day activities. The smartphone has become the go-to device to access information and manage payments for all from millennials to baby boomers. Customers today expect their service providers to offer useful and rewarding mobile experience in any industry.

With this in mind, MCCa is launching a new simple solution, **Revalocity**. One platform, one vendor providing you all the mobile tools needed to provide your customers a useful and rewarding customer experience.

Imagine being able to align traditional bill print and mailing services with paperless billing and payment options all from one simple platform, one vendor. This simple solution builds a better customer experience and eliminates the headaches associated with managing multi-vendor conflicts.

- Traditional bill printing and mailing service for those customers who still need it
- Paperless e-billing with integrated payment options
- Pay now options for customers to pay online quickly without requiring registration
- Proactive customer notifications by phone, text or email
- Self-Serve web portal accounts to manage all the features
- All features are designed for use on mobile devices

revalocity
One Partner, One Simple Solution

Custom Statement Design

MCCa leaders have over 25 years of experience in providing statement processing services, understanding the importance of statement design and accuracy.

We recognize that every utility has different needs and because of that, none of our statements look the same. There is no "cookie cutter" approach. MCCa will work in conjunction with your staff to identify key areas of your billing statement that can be clarified to minimize customers inquiries. We have the experience to help improve your statement's layout making it easier to read and understand for your customers.

We can keep the features you liked about your old statement, while adding new features like a bar chart with historical usage, customized message areas, different sized fonts to enhance readability or QR scan codes that direct customers to an online payment site.

Statements are printed on preprinted color 8½X11, 24# long grain paper with a tear off return document at the bottom that meets lock-box requirements. We have the ability to include OCR scan lines and/or barcodes on the tear off return document to enable automated processing of payments.

For maximum flexibility, the outside (#10) envelope is a large pistol shaped single window envelope, allowing for



City of Troy
306 East Academy Street
PO BOX 340
Troy, Alabama 36081
PH 334-566-7130
FAX 334-566-1404
Hours M - F 8 AM - 5 PM
www.troyalabama.com

Customer Name	FRANK HOWARD
Account Number	50711-2
Service Address	111 APPLE LN
Due Date	10-01-08
Delinquent Date	10-10-08
Past Due Balance	\$2.00
Total Current Charges	\$168.48
TOTAL DUE NOW	PAID BY BANK DRAFT
Amount Due If Paid After:	10-10-08

Service	Service Period		Meter Readings		Used	Amount (PCR Denotes Credit)
	From	To	Previous	Current		
Electric	09-15-08	09-15-08	45,542	45,747	1,205	\$110.21
Water	09-15-08	09-15-08	123	144	2	\$11.32
Utility Tax						\$4.17
Street Garage						\$22.00
Garbage						\$10.00
Total Current Charges						PAID BY BANK DRAFT

Rate for \$30.00 or 24000 kilowatt hours, a minimum rate of \$2.00 for electric and \$2.00 for water, or 5% of current bill whichever is greater will be charged. A non-payment fee of \$10.00 will be added to your bill paid on or before the 20th. This fee will be paid by the 20th of the following month and is subject to be discontinued. A reconnection fee of \$20.00 for electric and \$5.00 for water shall be paid.

FOR THE MONTH OF OCTOBER 10, 2008
PLEASE CONSERVE WATER



PO BOX 340
Troy, Alabama 36081-0340
Frank Howard
111 Apple Ln
Troy, AL 36079-1260

Acct #	Due Date	10-01-08
50711-2	Current Bill	\$168.48
PAST DUE BALANCE		\$2.00
TOTAL AMOUNT DUE NOW		PAID BY BANK DRAFT
Amount Due If Paid After:	10-10-08	

Your bill has a new look!

You will notice your monthly billing statement has changed. We have improved the layout making your statement easier to read and understand. We've kept some of the features you liked about your old statement while making changes which will make it easier to locate important information. To make the statement easier to understand, we have added a few new boxes to provide you important dates and amounts to you always know what's due on your account. We have also enhanced the statement details section to provide you a clearer explanation of your charges. The back of your statement also provides more information, including a detailed description of charges. If you think there is incorrect information on your new statement, please contact us at (561) 627-2830.

high quality looking statements enabling color logos, quick turnaround changes or custom messages on your statements.

Our return (#9) envelope is a single window envelope with lines for a return address. All of our envelopes have security tint to ensure security of the documents transmitted.

All paper suppliers are "Tri Certified" in support of sustainability which is good for you, your customers and the environment. We utilize a green process that is more environmentally friendly than post-consumer recycled materials.

We can even help you design an insert to help introduce your new bill's new "easier to read" layout and detailed features.



Inserts and Special Mailing Services

We can help you stay in touch with your customers. Buck slips, letters or 4 page booklets in grayscale or full-color can be inserted directly into your billing envelopes. If your insert is three pages or less you can reach out to customers without any increased postage costs. Have a special mailer that goes out twice a year, we can help you reach your audience, just provide us the mailing list and we will utilize the same postage reduction strategy we use for your billing statement.

MCCa customers enjoy a convenient, competitively priced full service in-house graphic design and printing services for statement inserts, newsletters, special mailings, or just about anything else you want to send to your customers. We can utilize your existing design or help create one for you.

- | | | |
|---|--|---|
| ☐ Upcoming events | ☐ Water Quality Reports | ☐ Rate changes |
| ☐ Important voting information | ☐ Newsletters | ☐ Service updates |
| ☐ Meeting notices | ☐ Tax Notices | ☐ System generated letters |
| ☐ Capital credit checks | ☐ Fire Assessment | ☐ Variable data letters |

CITY OF HAINES CITY
620 East Main Street
Haines City, FL 33834

Office Hours - Mon - Fri 8:00 AM - 5:00 PM
Phone - 883-4211-3800 Fax 883-421-3850
Email - Revenue@hainescity.com

2013-14 FIRE SERVICE ASSESSMENT

Location Address: POLK CITY RD
Parcel ID: 282713000000021000

This Fire Service Assessment is for maintaining continuous fire improvements.

REFERENCE NUMBER	D0915
BILLING DATE	09/20/2014
PAST DUE CHARGES	
CURRENT CHARGES	
TOTAL AMOUNT DUE	
DUE DATE	
DELINQUENT ON	

IMPORTANT NOTICE
THE ONLY BILL YOU WILL RECEIVE IS THIS ONE. IF YOU RECEIVE A BILL FROM ANY OTHER SOURCE, IT IS NOT A BILL FROM THE CITY OF SARASOTA. IF YOU RECEIVE A BILL FROM ANY OTHER SOURCE, IT IS NOT A BILL FROM THE CITY OF SARASOTA.

CITY OF SARASOTA Utilities Department

If you have any questions regarding this notice, please call 953-2325. Assistance in Spanish is available Monday through Friday, 8 a.m. to 4 p.m.

WATER RATES
The tables below depict the current rate change and the new charge per 1,000 gallons.

TIER	GALLONS	FEE	CHARGE	TIER	GALLONS	FEE	CHARGE
1	1 - 4,000	\$13.23	\$13.76	1	1 - 4,000	\$13.23	\$13.76
2	4,001 - 8,000	\$2.67	\$2.78	2	4,001 - 8,000	\$2.67	\$2.78
3	8,001 - 12,000	\$3.14	\$3.27	3	8,001 - 12,000	\$3.14	\$3.27
4	12,001 - 24,000	\$4.40	\$4.58	4	12,001 - 24,000	\$4.40	\$4.58
5	24,001 and above	\$10.24	\$10.65	5	24,001 and above	\$10.24	\$10.65

IRRIGATION RATES

TIER	GALLONS	FEE	CHARGE	TIER	GALLONS	FEE	CHARGE
1	1 - 12,000	\$4.40	\$4.58	1	1 - 12,000	\$4.40	\$4.58
2	12,001 - 24,000	\$4.40	\$4.58	2	12,001 - 24,000	\$4.40	\$4.58
3	24,001 and above	\$10.24	\$10.65	3	24,001 and above	\$10.24	\$10.65

WASTEWATER RATES

TIER	GALLONS	FEE	CHARGE	TIER	GALLONS	FEE	CHARGE
1	1 - 4,000	\$13.23	\$13.76	1	1 - 4,000	\$13.23	\$13.76
2	4,001 - 8,000	\$2.67	\$2.78	2	4,001 - 8,000	\$2.67	\$2.78
3	8,001 - 12,000	\$3.14	\$3.27	3	8,001 - 12,000	\$3.14	\$3.27
4	12,001 - 24,000	\$4.40	\$4.58	4	12,001 - 24,000	\$4.40	\$4.58
5	24,001 and above	\$10.24	\$10.65	5	24,001 and above	\$10.24	\$10.65

Holiday Greetings
The performance of your Electric Cooperative has once again made it possible to make a general refund of Patronage Capital. In keeping with our RUS loan agreements, the amount available for general refund is 50.5% of the remaining balance of Patronage Capital. The enclosed check represents 50.5% of the remaining balance of Patronage Capital. We would like to take this opportunity to serve you as a member-owner of the cooperative.

Did you earn less than \$51,000* last year? You're eligible for free tax preparation. Really truly free.

Count On Us To:

1. Complete and file your taxes for free.
2. Find every deduction you're entitled to for free.
3. Offer financial management assistance for free.
4. Make filing your taxes convenient at our service center.
5. Do them yourself at home. We'll do them for you.
6. Treat you with courtesy and respect.
7. Be here for you year after year.

Call 2-4 for the free filing time nearest you, direct dial to 941-398-4233 or www.myliveweb.com/sarasota

LIVE UNITED
United Way

TALQUIN
WATER SERVICE, INC.
WATER SERVICE, INC.
TALQUIN, FL 32380

VOID

SEVEN HUNDRED THIRTY AND 03/100 DOLLARS

VOID

HONDA OF TALLAHASSEE INC
520 COLLEGE RD
TALLAHASSEE FL 32304-6399

Call 2-4 for the free filing time nearest you, direct dial to 941-398-4233 or www.myliveweb.com/sarasota

Lawn Watering Restrictions Schedule & Times
The City of Sarasota has adopted water restrictions of the Southwest Florida Water Management District. SWFWMD water restrictions will govern city residents, current water restrictions are as follows:

Lawn Watering is Limited to Two Times a Week.
Even-numbered addresses may water on Thursday and/or Saturday before 10 a.m. or after 4 p.m.
Odd-numbered addresses may water on Wednesday and/or Saturday before 10 a.m. or after 4 p.m.

Landscape Watering Schedule and Times
Hand watering & micro-irrigation of plants (not lawns) can be done on any day at any time.

New Lawns and Plants
New lawns, plants have a 30-90 establishment period, any-day watering during the first 30 days. The second 30 days, watering is allowed 3 days per week, even-numbered addresses may water on Tuesday, Thursday and Saturday, odd-numbered addresses may water Monday, Wednesday and Saturday.

Water Wise
Know your irrigation system and keep up with regular maintenance. Check watering times and days, check zone watering time and coverage area to avoid over watering, and check for broken sprinkler heads.

Check the City website at www.sarasotagov.com or SWFWMD website, www.watermatters.org for information.

A Superior Customer Experience

MCC is a family-owned, medium-sized business, which means our clients receive a level of personal service unparalleled in the industry. Our size also allows us to provide technological resources smaller firms can't offer. Our most valuable assets are our customers and our reputation. We earn our reputation by offering helpful suggestions and solutions for your unique situation.

We believe customer service is not a department but an experience. Our focus on service begins with you, we listen carefully to your concerns and issues and provide the right solutions that makes sense for your organization.

All design, printing and processing is performed on our premises, enabling us to control each project from beginning to end with no part being subcontracted. Key personnel are available to answer questions during any phase of the project and to assure quality control.

We have great pride in our brief response time, inquiry normally just a few minutes via e-mail or within the half-hour for phone communication. Customers frequently send notes and emails reminding us how rare this level of service is and we make it a priority.

***But don't just take our word for it.
 Talk to some of our clients;***

- **Troy, Alabama – Utility billing**
Brian Morgan, Director of Administration (334) 566-2130
- **Plant City, Florida – Utility billing, Code & Zoning**
Denise McDaniel, Billing Supervisor (813) 659-4204
- **Sarasota, Florida – Utility billing, Laserfiche, Code &**
Michael Healy, Billing Supervisor (941) 329-6120
- **Bradenton, Florida – Utility billing, Laserfiche, Code &**
Michael Cox, Billing Manager (941) 932-9433
- **Blakely, Georgia – Utility billing, Code Publishing**
Melinda Cook, Billing Manager (229) 985-1974
- **Coweta County Water & Sewer Authority – Utility billi**
x8835



710



**SOUTH ISLAND
PUBLIC SERVICE DISTRICT**
2 Genesta Street
Hilton Head Island, SC 29938-5148
(843) 785-6224
www.SouthIslandPSD.com

Office hours - 8:30 AM - 5:00 PM
Monday thru Friday except holidays
Closed Saturday and Sunday
Fax - (843) 842-8029
After hours Emergency - (843) 871-2907

TANGLEWOOD
ASI118-11884
PO BOX 650255
DALLAS TX 75265

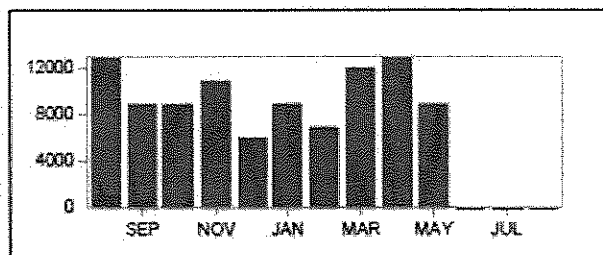
Account Number	Amount Due
71-00680-00	\$138.60
Due Date	After Due Date Pay
09/29/2014	PAID BY DRAFT
Billing Date	Penalty Date
09/01/2014	09/29/2014
Service From	Service To
07/26/2014	08/26/2014
Service Address	
5 TANGLEWOOD DRIVE	

CURRENT
READING
2,565,000

PREVIOUS
READING
2,565,000

USAGE	PAST DUE AMOUNT	\$0.00
0 WATER		\$63.00
SEWER		\$75.60
	CURRENT BILL	\$138.60
	AMOUNT DUE	\$138.60
	* DO NOT PAY - PAID BY DRAFT *	

WATER



YOU CAN NOW RECEIVE YOUR BILL BY E-MAIL ***
PLEASE MAKE NOTE OF NEW ACCOUNT NUMBER

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



SOUTH ISLAND
PUBLIC SERVICE DISTRICT
PO BOX 5148
HILTON HEAD ISLAND SC 29938-5148

Billing Date	Penalty Date	Account Number	Amount Due
09/01/2014	09/29/2014	71-00680-00	\$138.60
Service From	Service To	Due Date	After Due Date Pay
07/26/2014	08/26/2014	09/29/2014	PAID BY DRAFT
Service Address			
5 TANGLEWOOD DRIVE			
Amount Enclosed			

Please return this portion with your payment.
When paying in person, please bring both portions of this bill.

TANGLEWOOD
ASI118-11884
PO BOX 650255
DALLAS TX 75265

7100680000000138602

Coweta County Water & Sewerage Authority

545 Corinth Road
Newman, Georgia 30263

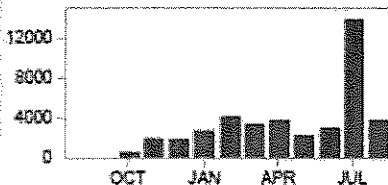


RICHARD J KOZMA
15 HAWTHORNE DRIVE
NEWNAN GA 30263

For questions regarding your bill:
Mon - Fri 8 AM - 5 PM
(770) 254-3710 Fax (770) 254-3714
Email at: customerservice@cowetawater.com

Prior Reading Date	07/17/2014	Current Reading Date	08/18/2014
Service Location	15 HAWTHORNE DRIVE		
CURRENT READING	PRIOR READING	USAGE	DESCRIPTION
25404	25019	3850	WATER SERVICES
			CURRENT CHARGES
			\$32.98

PAYMENT INFORMATION
 *Failure to receive your bill will not relieve your payment obligation.
BANK DRAFT: Call customer service at 770-254-3710 to enroll.
PAY BY PHONE: Call 678-603-4041 to pay your bill using your Credit or Debit card.
PAY ONLINE: Visit us at www.cowetawater.com.
 Other payment options are available: **LOBBY/DRIVE THRU, MAIL** and **NIGHT DROP**. For additional payment information, see the back of this bill.
 * **REMINDER:** Any account with a past due amount greater than \$25 is subject to disconnection.
 Payments made online or using our "pay by phone" system are posted to your account the next business day.



USAGE HISTORY

Current Month 3850
 Last Month 14030
 Current Month - Last Year 0
 Days in Period 032
 Average Daily Usage 120.312
 Average Daily Cost 1.031

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. DO NOT STAPLE OR FOLD. WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.



Coweta County Water & Sewerage Authority
545 Corinth Road
Newman, Georgia 30263

RETURN SERVICE REQUESTED

RICHARD J KOZMA
15 HAWTHORNE DRIVE
NEWNAN GA 30263

ACCOUNT NUMBER	0004-00525-04
PIN NUMBER	30263
BILLING DATE	09/08/2014
PREVIOUS BALANCE	\$105.05
LAST PAYMENT ON 08/21/2014	-\$105.05
ADJUSTMENTS	\$0.00
PAST DUE BALANCE	\$0.00
CURRENT CHARGES	\$32.98
TOTAL AMOUNT DUE	BANK DRAFT
DATE DUE	09/22/2014
AMOUNT DUE IF PAID AFTER 09/22/2014	\$36.28

IMPORTANT NOTICE

Thank you for your timely payment on your last monthly statement!

IMPORTANT INFORMATION

IMPORTANT INFORMATION

*All payments on Cut off Day must be received in the office by 5:00 p.m. to have service reconnected the same day.

* Effective October 1, 2014, in an effort to keep our employees safe, our technicians will no longer knock on the door or accept payments during a non-pay disconnect.

*Go green and sign up for e-bills. Contact our office for further details.

Fees/Charges

Recheck Meter Reading/Check for Leak \$25.00
 Manual Phone Payment (with CSR) \$5.00

ACCOUNT #	PIN NUMBER	BILL DATE	DATE DUE	TOTAL DUE
0004-00525-04	30263	09/08/2014	09/22/2014	BANK DRAFT
PRIOR READ DATE	07/17/2014	CURRENT READ DATE	08/18/2014	
AMOUNT DUE IF PAID AFTER 09/22/2014				\$36.28

Update phone # for Emergency Notifications: # _____

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Municipal Code Corporation** ("Contractor"), 1700 Capital Circle SW, P.O. Box 2235, Tallahassee, FL 32316, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposal (RFP 2014-24) dated July 21, 2014, attached hereto as Exhibit "A" and the Proposal for Utility Billing Services dated July 22, 2014, attached hereto as Exhibit "B" are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement is for a five (5) year term that shall be effective on the date it is fully executed by the parties.
3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached Exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 8 of this Agreement. All such invoices shall be paid by the City pursuant to the Florida Prompt Payment Act, Chapter 218 (Part VII), Sections 218.70-218.80, *Florida Statutes*, as the same presently exists or may hereafter be amended.
4. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
5. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
6. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
7. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

8. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach

Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Municipal Code Corporation

Eric Grant, President
1700 Capital Circle SW
P.O. Box 2235
Tallahassee, FL 32316

9. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
10. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
11. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
12. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
13. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
14. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
15. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and

causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

16. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

17. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products &

	Completed Operations Fire Damage (any one fire)
	\$ 50,000
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

*NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

18. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
19. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
20. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations
21. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
 - (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.
22. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this ____ day of _____, 2014.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
ED KELLEY
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this 4th day of September, 2014.

Witnesses:

MUNICIPAL CODE CORPORATION

R. Todd GAINES
Print Name: R. Todd GAINES

Kristy Purcell
Print Name: Kristy Purcell

By: Harold E. Grant
Print Name: HAROLD E. GRANT
Title: EXEC. V.P., MCC

Attest: Michelle S. Eagen
Print Name: Michelle S. Eagen
Title: CFO



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3330

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **UTILITY BILLING SERVICES**

RFP NUMBER: **2014-24**

RFP DUE DATE & TIME: **Tuesday, July 22, 2014 at 2:30 P.M.**

RFP OPENING LOCATION: **Upstairs Conference Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-PROPOSAL MEETING LOCATION: **N/A**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Municipal Code Corporation

PROPOSER'S MAILING ADDRESS: PO Box 2235
Tallahassee, FL 32316

CITY-STATE-ZIP: 11

F.E.I.N. or S.S. NUMBER: 59-0649026

PHONE NUMBER: 800-262-2633 FAX NUMBER: 850-575-8852

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X Eric Grant
AUTHORIZED SIGNATURE (MANUAL)
ERIC Grant
NAME (TYPED)
President
TITLE
7/21/14
DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of Onvia DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than Onvia DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be **clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package)**. The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be

initialed. The company name and Federal Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the City shall notify the Vendor/Contractor of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the City of any kind whatsoever.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW: Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 199, and specifically to

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Record Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

**CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
UTILITY BILLING SERVICES
RFP NO. 2014-24**

I. INTRODUCTION

The City of Ormond Beach, Florida is requesting proposals from qualified firms to enter into a contractual agreement to provide printing, processing and mailing of the City's utility bills and other necessary literature. A five-year contract is contemplated. The awarded firm shall furnish all labor, materials (including all paper and envelopes), equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work.

Deadline for Submission: To be considered, proposals must be received no later than 2:30 p.m., July 22, 2014.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Inquiries received after that time will not be responded to. Answers to inquiries will that warrant attention of all the potential proposers will be distributed in the form of an addendum. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted. Please direct written inquiries to:

Chris Byle
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174
Telephone: (386) 676-3223
Fax: (386) 676-3374
Email: Chris.Byle@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team

Proposal Delivery: The City must receive one (1) original and one (1) electronic pdf format copy no later than the date and time specified above. Submit proposals to: Chris Byle, Purchasing Coordinator, City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida, 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to

ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

II. NATURE OF SERVICES REQUIRED

A. General

It is the intent of the City of Ormond Beach, Florida to award a contract to the successful bidder of this request for proposals to provide printing, processing and mailing of the City's utility bills and other necessary literature. The awarded firm shall furnish all labor, materials (including all paper and envelopes), equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work.

B. Background

The City of Ormond Beach is a Florida Municipal Corporation, which operates under a Commission-City Manager form of government. The City Commission is comprised of a mayor and four Commission members. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission appointed City Manager. The City provides a comprehensive array of services including police, fire, leisure services, public works, planning and economic development. The City operates a water and sewer system, a stormwater utility, a solid waste utility and a municipal airport.

The City of Ormond Beach is located in Volusia County, along the Atlantic coast of Florida. The City has an estimated population of 38,557 living within an area of approximately 36 square miles.

The City's utility billing and customer information system is a proprietary software application developed by SunGard HTE, Inc., located in Lake Mary, Florida. Billing data is processed daily through batch update process. The production of bill files and reports follows the update process. After the process is completed, the billing data files are sent the following morning via FTP to the vendor for processing. Once the print file is created, the bills and notices are laser printed. Utility bills are currently laser printed on double-sided 8 ½ x 11 inch stock (blue and white in color) with a perforation for the tear-off payment stub at the bottom of each page. This payment stub includes an OCR scan line. Each form, for utility billing and notices, is printed in black ink with exception of overdue or delinquent notices which are printed in blue or red ink for identification with each specific message. A sample is provided in Appendix A of the Request for Proposal (RFP). After printing has been completed, bills and notices are folded and inserted with utility-related bill inserts and a return payment envelope into mailing envelopes. Bills and notices are subsequently weighed and processed through a postage meter for mailing through the U.S. Postal Service. In some cases, customer bills may result in multiple pages and must be grouped accordingly for mailing in a single envelope.

Bill charge amounts in excess of \$49,999.99, either credit or debit balance, are validated with City Staff, prior to printing and mailing. Once reviewed and approved for mailing, those identified bills are to be released for production and mailing.

Inserts are identified to be included in bill statements based upon predetermined criteria, such as, customer class, area of the City and meter reading cycle.

Several times each year, the city prepares a file for business tax renewals. These files are prepared separately and follow the print file format currently in use by the utility billing process. This process will not change, but will continue using an electronic file transfer format with generic statement forms with the renewal statement form printed during processing. The volume for each mailing is approximately 500 – 4,000. These mailings include an insert and return envelope. The renewal statements include a remittance stub similar to the utility bill format.

C. Scope of Work to be Performed

The City of Ormond Beach is soliciting proposals from vendors interested in providing the services necessary to print and mail the City's utility bills daily. In addition, the City seeks to evaluate developing an improved design for its bill. The City is seeking a vendor who can provide the types of design and format services that would result in flexible, professional and easy to understand billing statements. The design should include the front and back of bills and notices, as well as an OCR scannable payment stub. The City is most interested in a bill presentation that will accommodate the use of graphics, bar graphs, color and bar

coding, where feasible. The ultimate design should be able to accommodate the changing demands of the water industries; be adaptable to different classes of customers, commercial versus residential; and incorporate the billing data generated by the City's utility billing system. Programs should be designed for flexibility to allow for frequent modification and addition as industry requirements change.

It is expected that the vendor(s) will satisfy the following requirements:

1. Daily bill and notice printing (bill processing) must be available during weekends and holidays. Turn around time is to be the same day as receipt of billing data files. The City's bill volume is approximately 23,000 utility bills per month.
2. Bar coding for postal mailings and payment stub processing to optimize efficiency and postal cost reductions.
3. Same day insertion and envelope preparation.
4. Same day postage metering.
5. Mailing of utility bills and notices that will insure a next day delivery to City customers with Ormond Beach delivery addresses.
6. Provide generic blank statement paper forms and envelopes until needed or used. To permit flexibility there are no preprinted forms/envelopes involved in the processing.
7. Ability to insert different documents in each envelope based upon predetermined criteria, such as, class of customer, reading cycle and service type.
8. Provide automatic confirmation to the City upon delivery of bills to the U.S. Postal Service. Vendor must maintain CASS certification and address correction/forwarding on behalf of the City.
9. All work shall be done at a location that provides security and supervision from start to finish, including a well-defined quality control assurance program.
10. Provide programming and bill design services, as required.
11. Provide immediate live telephone support to the City of Ormond Beach for problem resolution.

III. PROPOSAL REQUIREMENTS

A. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the utility billing services of the City of Ormond Beach in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated.

1. Independence

The firm should provide an affirmative statement that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. The firm should provide an affirmative statement that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor should certify to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City of Ormond Beach, Florida. It is expressly agreed by the firm that in the performance of the services required under this contract, the firm, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the City of Ormond Beach, Florida.

2. Conflict of Interest

The firm shall list, and describe any relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, may have with the City of Ormond Beach, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Failure to disclose any such contractual or personal relationships will be cause for disqualification of the proposal.

Additionally, the firm shall give the City written notice of any other relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the agreement.

3. Qualifications, Capabilities and Experience

a. Qualifications and Experience of the Firm

- i. Describe your firm's history and the organizational structure of the department or division that will provide the proposed services.
- ii. Describe your firm's experience with document designing, printing and mailing services that are provided to utility companies or other high volume clients.
- iii. Provide the total number of statements mailed monthly by your firm.
- iv. Provide the volume of your three top customers.
- v. Describe your firm's experience with remittance processing services that are provided to utility companies or other high volume clients.
- vi. Comment on other areas which make your firm different from your competitors.
- vii. Describe your firm's experience with clients that use SunGard HTE software.

b. Qualifications and Experience of Team and Relationship Services

- i. Describe your firm's philosophy regarding account or relationship management.
- ii. Identify and provide the resume of the person (account executive) who will be assigned as the service coordinator to the City.
- iii. Identify the members of the proposed team including their tenure with your firm, background, education, location of their office, and the role they will play in managing the City's account.
- iv. If you plan to use subcontractors for the services included in this proposal, describe your relationship with the subcontractor, the subcontractor's history and experience in providing similar services and the experience of the subcontractor's employees that will provide services to the City.

- v. Identify and flow chart processing from receipt of file through to delivery process from the processor to the U.S. Postal Service.
- c. Document Printing
 - i. Describe your capability to perform bill processing within the City's required time table, i.e., turn around time is to be same day.
 - ii. Describe your printing capability including printing multiple colors and pre-printed forms.
 - iii. Describe your printing quality control and how you assure that the billing data will fall correctly into appropriately locations consistently.
 - iv. Describe your capability of printing certain declarations as they occur or for related values in the statement each in other than black ink. For instance, "Do not pay – credit balance" – where this declaration occurs or a credit value is indicated, print in blue ink. Three colors: black, blue and red are to be variable.
 - v. Describe your capability of printing bar coding for postal mailing and payment processing.
 - vi. Describe your capability of printing single account statement and multiple accounts consolidated statements.
 - vii. Describe the type and size of paper and envelope that you can handle.
 - viii. Describe your turn around time to implement format changes.
 - ix. Describe your capability to provide notification to the City of all bills printed and delivered to the U.S. Postal Service. The notification must be provided to the City immediately following completion of the mailing.
- d. Mailing Services
 - i. Describe your capability of formatting address data in order to obtain the best postal presort discount rates.
 - ii. Describe your capability to handle billing and mailing on the same day that you received the billing file from the City.

- iii. Describe your ability to stay up to date of United States Postal Services equipment and processing requirements.
- iv. Describe your process in handling international addresses.
- v. Describe your capability to validate bill charge amounts in excess of \$49,999.99 either credit or debit balance with City Staff prior to processing statement.
- vi. Provide the location of the facility where bills will be printed and mailed.
- vii. Describe your mailing capability to accommodate one page statement and multiple page statement simultaneously.
- viii. Describe your coordination procedures and capability for inserts.
- ix. Describe your capability for certain inserts to be included with selected bills based on criteria, either inside/outside, cycle/route, rate class or combination thereof.
- x. Describe your capability of not including return envelopes in the Automatic Payment Service (APS) customer's bills.
- xi. Describe how you account for the postage used for the City's mailing to be included on the monthly statement detailed by each daily billing.
- xii. Describe or provide a sample of the monthly report that is provided regarding postage information.

- e. System and Software
 - i. List the operating system and platforms you will be using to provide proposed services.
 - ii. Describe technical capabilities for receiving and verifying accurate receipt of files.
 - iii. Describe security procedures for data transfer (e.g. FTP).
 - iv. Describe routine back-up procedures for your system.
 - v. Describe your contingency plan for equipment failure or unexpected equipment outages. Please provide detail of the plan.
 - vi. List and describe all software products that will be used to provide proposed services including bill design software, mailing discount software, document print software, and address validation software.
 - vii. List all products, hardware and software, that will be remarketed, and service that will be subcontracted as part of the proposed solution.
 - viii. Describe any software upgrade methods, policies, and procedures that can potentially affect the City.
- f. Quality Assurance and Customer Support
 - i. Describe your quality assurance program including designing, printing, and mailing processing.
 - ii. Explain what happens when a quality issue is recognized and follow-up actions are required.
 - iii. Describe the hours and days available for product and technical support.
 - iv. Define support escalation process.
- g. Payment
 - i. Describe the normal payment arrangement between your firm and its customers.
 - ii. Provide a sample of the monthly bill statement for the detailed daily charges.

h. Confidentiality of Data

- i. Describe the security measures and business practices your firm uses to protect the confidentiality and security of the City's customer data.
- ii. No names and addresses of the City's customers may be provided to a third party or used by the vendor for any purposes including marketing. The vendor will sign a confidentiality provision stating that any information contained in the City's billing information cannot be used or shared in any way by the vendor.

4. Fees

- a. Provide your fees for the proposed services. Fee quotes should list designing, printing for front and backer sheet, return envelope with or without if bank draft customer, and mailing processing separately. The fee listed should also separate flat fee, per transaction fee, one-time set up fee and on-going maintenance fee.
- b. Describe cost of hourly programming services. Provide examples of standard programming hourly charges, rush change charges and normal times, for changes to mailing addresses, telephone numbers, informational statements-backer sheet, and ink print colors.
- c. Provide your fees for the business tax renewals that are billed several times each year.

5. Other Services and Fees Available

Describe other printing and mailing services available from your firm to the City and related fees/set-up costs.

6. References

Please list the name, address and telephone number of references from five (5) utility agency clients indicating the services provided, with emphasis on recent similar projects. If applicable, provide references from clients who are SunGard HTE customers where the installation has been live and active for a minimum of six months.

VII. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by the City Commission. The following represent the principal selection criteria which will be considered during the evaluation process:

- A. Project Approach (10 points)
- B. Qualifications and Experience (10 points)
- C. Processing Capabilities (10 points)
- D. Design Quality (10 points)
- E. Quality Assurance/Security (10 points)
- F. Cost Proposal (20 points)
- G. References (10 points)

The above ratings are on a scale of 1 to 10 (or 20) with 1 being the lowest score and 10 (or 20) being the highest score. The maximum points a firm can obtain is 80.

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

**CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
UTILITY BILLING SERVICES
RFP NO. 2014-24**

Risk Management and Insurance Requirements

A. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

B. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) **Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>	
\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate*
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$250,001 & over	\$1 Million	Each Occurrence
	\$1 Million	General Aggregate*

	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence / \$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

C. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least sixty (60) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated insurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
UTILITY BILLING SERVICES
(RFP No. 2014-24)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

July 9, 2014

Addendum Number

No. 1

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY Municipal Code Corp.

NAME:

VENDOR/CONTRACTOR

LICENSE

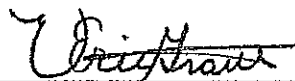
NUMBER:

ADDRESS: 1700 Capital Circle SW
Tallahassee FL 32310

PHONE NO.: 800-262-2633 FAX NO.: 850-575-8852

SUBMITTER'S NAME: Eric Grant
(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I,  hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
UTILITY BILLING SERVICES
RFP NO. 2014-24

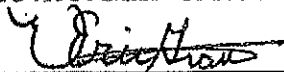
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

Municipal Code Corporation / MCCA

AUTHORIZED SIGNATURE



NAME (PRINT OR TYPE)

Eric Grant - President

TITLE

7/21/2014

DATE

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
UTILITY BILLING SERVICES
RFP NO. 2014-24

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Municipal Code Corporation
Company Name
[Signature]
Authorized Signature
Eric Grant
Print Name
President
Title

8. Do you want the electronic PDF copy of the response on a medium to you or do you want us to email the pdf to you directly?
The electronic pdf copy of the response should be on a medium sent with the official response.
9. Do you want a very local vendor? Is it absolutely required for bills to arrive at customer address next day after mailing?
It is not the City's intention to limit responses to only local vendors. Please see amended portion at top of Addendum 1, C. Scope of Work to be Performed.
10. Do you bill in cycles? If so, how many bills per cycle and how often are cycles billed?
Yes, the City bills in cycles and routes, with utility statements mailed daily. The files are sent Monday through Friday each month by 9 a.m. EST. The average number of statements per day is approximately 1,100. Some days the file may contain as many as 2,600, other days as few as 600. The first day and last few days of each month will be small files, around 25 to 90 statements.
11. Please confirm that you do not want any preprinted forms or envelopes. All bills and envelopes must be blank stock?
The City will consider blank or preprinted forms or envelopes. Please see amended portion at top of Addendum 1, C. Scope of Work to be Performed.
12. Why would daily bill printing (processing) be available during weekends and holidays? Post office is closed on those days.
The City of Ormond Beach does not recognize some of the Federal holidays. Please see amended portion at top of Addendum 1, C. Scope of Work to be Performed.

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

**THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH
YOUR RFP**

COMPANY NAME:

Municipal Code Corporation

SIGNATURE:

[Signature]

DATE:

7-21-14

The foregoing changes are hereby incorporated into the Request for Proposals Requirements and Contract Documents for **UTILITY BILLING SERVIES, RFP NO. 2014-24**, for the City of Ormond Beach.

City of Ormond Beach, Florida
County of Volusia

END OF ADDENDUM NO. 1



INVOICE

Bill To:

TALQUIN ELECTRIC
ATTN: DWIGHT CALLAHAN
1640 W. JEFFERSON STREET
QUINCY, FL 32351

Invoice Number	00244493
Invoice Date	7/16/2014
PO Number	
Customer Id	90-18812
Payment Terms	Net 30

Shipped	Description	Unit Price	Extended Price
1	MUNI VIEWS	\$0.009	\$0.01
	7/15/14 CYCLE BROKEN POLE		
8751	STATEMENTS PROCESSED	\$0.125	\$1,093.88
715	STATEMENTS WITHOUT #9 ENV	\$0.125	\$89.38
	OUTSORT STATEMENTS PROCESSED	\$0.125	\$20.63
165			
	OUTSORT STATEMENTS PROCESSED - FINALS	\$0.125	\$21.25
170			
434	HEAVY MAILINGS	\$0.125	\$54.25
1943	HOUSEHOLD MAILINGS	\$0.125	\$242.88
12178	MUNI VIEWS	\$0.009	\$109.60
	7/15/14 CYCLE 3		

Subtotal	\$1,631.88
Discount	\$0.00
Freight	\$0.00
Tax	\$122.42
Total	\$1,754.30

Please remit one copy with payment



**UTILITY BILLING SERVICES
CITY OF ORMOND BEACH, FL**



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July 22, 2014

Chris Byle
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Letter of Introduction

Dear Mr. Byle,

We are pleased to submit the following Utility Bill Printing and Mailing Proposal for your review.

MCCA (MCCA), a division of Municipal Code Corporation (Municode), specializes in high quality, leading edge statement processing and bill presentment services. With over 60 years of municipal experience, we currently service over 50 utility providers throughout the southeast. Through our Revalocity platform, the industry leading revenue management platform, we offer world-class bill presentments services. MCCA's experience will be leveraged appropriately to create a custom utility bill statement, designed to engage your customers and increase the velocity of your remittance process. Further, Revalocity allows for a host of other services your team could tap to improve customer communication and improve your billing process with built-in capabilities such as e-bill presentment, proactive notifications, electronic payment transactions, customer web portals and even pre-paid utility services.

We have included in our proposal our corporate qualifications and sample billing statements for your review. Please let me know if you have any questions, comments or concerns. MCCA sincerely wants to be a partner with the City of Ormond Beach and will provide your team with high quality, flexible service.

I look forward to your feedback and thank you in advance for your consideration.

Sincerely,

Sincerely,

A handwritten signature in black ink, appearing to read 'John Breed', is written over a dark, rectangular background.

John Breed
MCCA
a division of Municode

EXECUTIVE SUMMARY

MCCa, a division of Municode will provide you and your customers the highest possible level of service. Municode was founded in 1951 and offers services to local governments nationwide. Municode has been providing print and mailing services for over 50 years, and MCCa was created 8 years ago to serve the billing needs of municipalities and utilities. MCCa employs Municode's skill, equipment and technology to offer you the most efficient and affordable services available. We work hard to maintain the high level of service and integrity when serving our Clients with flexible and industry leading solutions. MCCa currently mails about 650,000 monthly statements for over 55 clients.

Our top 3 customers by monthly statement volume are:

Talquin Electric (Quincy, FL) – 65,000

City of Miramar, FL – 55,000

City of Hendersonville, NC – 46,000

Understanding Your Needs

Our service depends on fully understanding your unique needs, and begins with our first contact. While the Sales staff works throughout the southeast region, we do so one person at a time. MCC is a family-owned, medium sized business, which means our clients receive a level of personal service unparalleled in the industry. At the same time, we also have the resources to handle complex custom issues. Our size also allows us to provide extra design and technological resources a smaller firm can't offer. Our most valuable assets are our customers and our reputation. We earn our reputation by offering helpful suggestions and solutions for your unique situation.

Applying our Experience

MCCa leaders have over 25 years of experience in providing statement processing services. We understand the importance of statement design and accuracy. MCCa will work in conjunction with your staff to identify key areas of your billing statement that can be clarified to minimize questions from your customers. Our design team will work to ensure that the statement is branded as a City of Ormond Beach communication, utilizing a custom design strategy. We recognize that every utility has different needs and because of that, none of our statements look the same. We have the ability to include OCR scan lines, barcodes or both to enable automated processing of payments for return document; we also can include a bar chart with historical usage if desired. We utilize high speed Océ printing and Pitney Bowes inserting equipment. Due to our rapid growth over the past 6 years, we have tooled our facility to handle large increases of statement volumes.

Custom Solutions

MCCa is software agnostic with regards to clients' billing systems; further we have specific experience working with your ERP solution developed by SunGard THE with clients such as Sarasota, FL, Avon Park, FL, Lake City, FL, Pompano Beach, FL, Port Arthur, TX and Lady Lake, FL. MCCa also partners with several high quality remittance partners to integrate effective remittance and lockbox solutions for our clients. We utilize a secure cloud base transfer server to transfer files from the client to our system, and provide training for all new clients. MCCa provides correspondence throughout the entire process in order to ensure that complete cycles are mailed, and to provide you with all Postal paperwork to keep for your records (A further, more detailed list of tasks and sub-tasks involved with service is in the "Scope of Work" section, addressed beginning with page 8). We provide a monthly postage reconciliation report to allow our clients to proactively manage their postage accounts. The information includes, but is not limited to, mailing cycle dates, postage costs, starting and ending balances as well as a suggested postage fund replenishment amount. (The postage account process is further detailed on page 11).

MCCa is experienced at managing return envelope suppression accurately, thereby allowing our clients to effectively manage when and if a utility client receives a return remittance envelope. Our leading edge infrastructure allows us to tag clients who are ACH or APS and communicate the tag seamlessly to our printing presses and inserters to automatically suppress the remittance envelope when necessary. The automated system requires no human intervention.

System and Software

DocForm – DocForm is a variable data processing program that generates PDFs, automated mail reports, emails and custom text reports.

Satori – software that is integrated into DocForm which provides CASS/PAVE compliant address correction and presorting capabilities. Also compares addresses against the NCOA database.

Smartfile – Smartfile is a data/file sharing service that offers top level end-to-end encryption with military grade 256-bit encryption during transfer and at rest. Users are able to connect and transfer files and folders securely using SFTP, FTPS, and FTPES. Other security features include password authentication, application firewalls, secure FTP connections, and custom file and folder access permissions. The standout feature for this service is the Auditing and Reporting. With this feature, users are able to keep track of all activity that occurs on your site in real-time with detailed and clearly laid out reports. This allows users to not only effectively manage the data, but also make informed decisions on how to improve efficiency.

Stability

MCC is a privately owned Corporation, with very little debt. We are financially sound, having been in business for 60 years. MCC's President and Board of Directors are focused on improving MCC through investments in people, technology and facilities. MCC has a Qualified Retirement Plan, and quarterly share profits earned by the company with employees. MCC also has a Health and Fitness Gym with showers and a walking trail on premises to provide additional benefits to our employees. Our culture is conducive to longevity of our employees.

Overall Comments

MCC is keenly interested in assisting the City of Ormond Beach with its billing needs and we feel our focus, company and personnel perfectly match the City's needs. We appreciate your interest and look forward to your review of the rest of our information.

QUALIFICATIONS OF MCC

For 60 years, Municipal Code Corporation has engaged in editing and publishing Codes for municipalities and counties of all sizes throughout the United States. MCC has published and supplemented more Codes that are in current use than any other codifier in the Country. This experience enables us to offer you the finest services available. Information and statistics of note include:

Business main location:	1700 Capital Circle, SW Tallahassee, FL 32310 800-262-2633 or 850-576-3171
Incorporation Date:	March 1951
Current Code Accounts Serviced:	more than 3,400
Divisions:	MCCi – Document Management and Agenda Automation MCCa - Utility Billing and Statement Processing
Project Contact Persons:	John Breed, General Manager – MCCa Todd Gainey, Director of Customer Management

Personnel/Offices

The entire corporate staff consists of approximately 160 employees, including 9 attorneys, 35 editors, a large IT staff and 46,000 square feet of floor space. We have regional offices in Apple Valley, Minnesota; Charlottesville, VA, Fort Worth and Edinburg, Texas; and Seattle, Washington.

All design, printing and processing is performed on our premises. This enables us to control each project from beginning to end with no part being subcontracted. Key personnel are available to answer questions during any phase of the project and to assure quality control.

STAFFING

MCCa Key Personnel Assigned to Project (Staffing)

John C. Breed, General Manager, M.B.A., Finance, Florida State University. B.B.A., Management, University of Georgia. Key responsibilities include leading the MCCa team, pricing and contract management, product development and enterprise level client consultation. Experience: Twenty years of launching, leading and developing organizations with extensive experience in business strategy, finance, sales and marketing, print and manufacturing operations management as well as leading merger and acquisition activities.

Grady Campbell, Account Executive, M.B.A., Florida State University. B.S, Sociology, Florida State University. Key responsibilities include business development, client management and lead product and pricing development for MCCa. Experience: 6 years of outside sales experience in nonprofit and for profit industries.

Todd Gainey, Director of Customer Management and Inside Sales, has decades of experience in accounting, finance, purchasing and customer service with over 5 years of MCCa experience.

Shann Edmonds, Floor Supervisor, 23 years of experience with mailing, quality control, inserter operations, and proof reading.

Kevin Ash, Production Lead, 25 years in the electronic print industry, 8 years of statement fulfillment.

Matt Farley, Systems Administrator, A.A., Tallahassee Community College, Currently obtaining B.A. in Information Technology at Florida State University. 2.5 years of systems/network management experience.

Phillip Claiborne, Chief Information Officer, B.S., Management Information Systems, Florida State University; MBA, University of Florida; CompTIA Certified A+, Net+, Security+, Microsoft Certified Systems Administrator. 10 years of extensive experience supporting, designing and administering corporate network environments.

REFERENCES

- ❖ *Sarasota, Florida – Michael Healy, Billing Manager* (941) 321-6120
- ❖ *Avon Park, Florida – Savitri Latchmansingh, Billing Lead* (863) 452-4433
- ❖ *Lake City, FL – Jason Dumas, Customer Service Manager* (386) 719-5782
- ❖ *Pompano Beach, FL – Kyle McPhail, Customer Service Manager* (954) 786-4637
- ❖ *Port Arthur, TX – Yvonne Banks, Senior Billing Clerk* (409) 983-8230

SCOPE OF SERVICES

MUNICIPAL CODE CORPORATION, a corporation duly organized and existing under the laws of the State of Florida, hereinafter referred to as Municode, hereby offers to perform billing services for **City of Ormond Beach**, hereinafter referred to as Client.

MCCa, a division of Municode, agrees to provide Client utility bill presentment services defined herein and at pricing contained in Schedule 1.0. The Client agrees that MCCa shall be its exclusive provider of these goods and services during the term of this agreement.

MCCa presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. In the performance of this contract, no subcontractor or person having such an interest shall be employed. To the best of our knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City of Ormond Beach, Florida. It is expressly agreed that in the performance of the services required under this contract, MCCa, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the City of Ormond Beach, Florida.

MCCa's parent company Municipal Code Corporation (Municode) is currently in a contractual relationship with the City of Ormond Beach to provide codification services.

STATEMENT DESIGN - Each of our clients have a unique statement design because they all have specific needs. All statements are custom designed based on your customer's and staff's input. No "cookie cutter" approaches. We have the experience to know the purpose of billing statements, help the engage your customers and know what it takes to accomplish your billing goals. Statements are printed on color forms which can contain highlighted color boxes. All statements are 8½X11, 24# long grain paper with a tear off return document at the bottom meeting lock-box requirements. The return document can contain OCR's, barcodes or both to enable automated processing of payments. The outside (#10) envelope is a large pistol shaped single window envelope designed to provide maximum flexibility to our customers. This allows for high quality looking statements enabling color logos, quick turnaround changes or custom messages like "UTILITY BILL ENCLOSED" messages to be shown on your statements. Our return (#9) envelope is a single window envelope with lines for a return address. All of our envelopes have security tint in order create an opaque nature to ensure security of the documents transmitted. MCCa has full capabilities to handle both "spot" or "variable" color messaging on any and all utility bills. We use the latest digital press technology by Océ and Konica to process a client's cycle quickly and effectively highlighting any important message a city would like showcased. All paper suppliers are "Tri Certified" in support of sustainability. Good for you, your customers and the environment. We utilize a green process that is more environmentally friendly than post-consumer recycled materials.

INSERTS - MCCa is the leader in insert design, production and management. Our infrastructure allows us to manage which cycles and customers receive a specific insert whether by account-type, geographical location, zip code, etc. The Client has the option of either providing the inserts or contracting with MCCa Creative Services to provide inserts. Inserts provided by the Client are required to meet MCCa's inserting equipment specifications. (MCCa specification sheet is available upon request.) At Client's request and MCCa's approval, MCCa may attempt to use inserts not meeting minimal specifications. However, additional costs may be assessed and/or mailings may be delayed. It is MCCa's policy to ALWAYS work with the Client through issues that may arise and do what's best for the Client and their customer. Any unused inserts will be destroyed or returned at Client's request (shipping charges apply).

ELECTRONIC PRESENTMENT PARAMETERS DESCRIPTION - Through our Muniview system we archive your billing data in a searchable PDF format utilizing a content management system. Muniview is housed on a secure sever and is available to your Customer Service personnel via a HTTPS website. The Muniview system employs a password protected interface, which allows you to limit access to relevant staff positions, and can be run on multiple computers simultaneously. Muniview gives staff the ability to quickly and efficiently search statements from a period of over a year. The PDF format allows your staff to email or print a full color copy of the original statement directly from the web-based database.

QUALITY AND TRUST - At MCCA, we understand the importance of quality. We know the statements we send must be of the highest quality and accuracy. We clearly understand that you place your trust with us to ensure your statements go out in a timely and are always correct. Our QC process ensures that you comfortable in knowing all your statements are accurate and have been mailed on time to your customers. MCCA is a manifest mailer which means every piece of mail receives a unique piece ID ensuring we account for and deliver every statement to the USPS. MCCA is "Optional Procedure - OP" certified with the USPS.

All customers are provided the MCCA hotline and email address to report any service issues. Issues are report directly to the General Manger for resolution. Our response time to inquiries is normally a couple of minutes via e-mail (constantly monitored) or within the hour for phone communication.

MCCA PROCESSING PROCEDURES - After submitting your data files to our secure cloud-based transfer site, you will need to send an email to MCCA notifying us that you have uploaded your files and they are ready for processing. We ask that your email details what cycle was sent and the number of records. Emails sent to MCCA are forwarded to all MCCA departments who are involved in your statement processing. Once your email is received by MCCA, you will receive an "auto response" from our email server confirming your email was received. Statements will be mailed the same day as billing data is received as long as data is received by 12:00pm. Bill processing is available on weekends and holidays and technical support is available 8:00am-5:00pm, Monday-Sunday.

****MCCA employs a dynamic processing workflow leveraging a uniquely qualified IT support staff that will program the City's processing workflow to "flag" all invoices which either have a credit or debit balance in excess of \$49,999.00. This "flag" will alert our customer support team to contact the city directly before printing and mailing the statement in question.****

Some providers force their customers to logon to their system to check status of their statements. At MCCA, we proactively notify you and your staff as your statements move through the process. Shortly after you have uploaded your files and advised MCCA they are there, you will receive an email notification from our Operations Department verifying receipt of your files and that statement processing has begun. Once statements have completed processing, you will receive another email from our Operations Department notifying you that your statements are available for download at our Box.com transfer site. Statements are compressed (zipped) to reduce file size and decrease download time. Included in the zip file will be your statements, any out sorted statements, USPS paperwork and the CASS/PAVE address error report. Simultaneously, statements are sent to our Production Department for printing and inserting. There is an **optional** step available through which we will hold your statements until you have a chance to review the bills and provide us a release. If this option is used, statements will be held in Operations until a notification of release is provided, at that time statements are released to Production for printing and inserting.

The last step in the process is delivery to the USPS. Throughout the day, MCCA makes several runs to the Postal Service delivering mail as it is completed. Once your statements clear Production, you will receive a final notification letting you know your statements are in the mail. This last notification is normally sent after your statements have left for the Post Office. Attached to this notification is your MCCA job ticket which provides statements billed of each bill type.

Step 1 – Upload your data files.

Step 2 – Send email to MCCa letting us know your files are ready for processing and the volume sent.

Step 3 – Receive auto notification that your email was received.

Step 4 – Receive email letting you know MCCa has verified/QC'd your files/volumes and processing has started.

Step 5 – Receive email notification your statements are being sent to the production floor for printing and inserting and that your statements and reports are available on the download server. (It is recommended you download your statements as soon as possible to QC) PDF images (free of charge) of all statements are provided to Client for QC prior to mailing. All statements are accounted for in these reports.

Step 6 – Receive an email notification your statements have been sent to your customers. The MCCa Job Ticket will be attached to this email.

Step 7 – All data is then backed up for a period of not less than 1 year. As data ages it is moved to our off sight bunker for secure storage.

Sampling and QC of statements is taken throughout the process to ensure quality and accuracy.

- Operations verifies data files (volumes and file integrity)
- Operations QC's statements (volumes and statement integrity)
- Customer (Client) QC statements (volumes and statement integrity)
- Production QC's statements (volumes, statement integrity, print quality, inserts, USPS standards, messages and setup)

**** Employees can earn a reward if they find a quality issue.**

MCCa will design in conjunction with the Client a two-color (black with a second color), one-sided bill form that is 8 1/2" x 11" in size. The bill design will include an appropriate scan line for remittance processing, numerous message areas (variable data text messages shall be printed in the black ink), different sized fonts to enhance readability, a bar chart or graph (if requested by Client) and a Client logo. Statement design can also incorporate QR scan codes to direct customer to web pages, such as your City's website or our own **Revalocity** online payment site.

MCCa utilizes a large single (pistol style) windowed #10 envelope to allow for maximum customer flexibility. Client logo, return address, outgoing address, bar-coding and special message show through the secure window envelopes. Special messages such as "Bill Enclosed" are printed on the statement and are displayed through the window.

MCCa will agree to purchase and maintain a sufficient supply of billing forms and envelopes to ensure an uninterrupted supply for printing requirements.

MCCa will notify the Client in writing, and receive approval from the Client on the bill design prior to implementation.

Client will provide MCCa with any additional forms or forms data to be inserted with the bills. MCCa agrees to receive a drop shipment of the inserts necessary to supply a one-month cycle of bills. Client will work with the MCCa to design the inserts to conform to the specifications required for successful insertion by the equipment used by the Service Provider.

COMPENSATION – In full and complete compensation for all goods and services provided by MCCa hereunder, Client agrees to pay MCCa according to the rates set forth in Schedule 1.0. Prices quoted in Schedule 1.0 are based upon specifications provided by the Client. If there is a change in

specifications or instructions to the original quotation, the work performed will be billed at an adjusted rate agreed to by Client. MCCA will provide to Client an invoice after each production run consisting of all fees, as outlined in Schedule 1.0, including a summary of postage used. A monthly late payment charge may be assessed on statements not paid within thirty (30) days. The price for materials may be re-evaluated at the annual anniversary date of the effective date of the contract, taking into account any fluctuations in the price of paper and supplies. Any price increase will be supported by supplier documentation and provided to the City for review. In no event may any increase be greater than the actual increases in the cost of materials.

POSTAGE – MCCA will require that the Client maintain a permanent postage deposit in connection with this agreement. Client shall deposit in advance with MCCA the initial sum specified in Schedule 2.0 as the permanent postage deposit. The amount of this deposit is based on expected volumes and postage rates and is subject to change based on changes to the volume and prices defined in Schedule 2.0, or customer payment history. All mail pieces are sent at the lowest possible postage qualifying rate taking full advantage of automated USPS discounts. Client will be notified in writing in advance if a change in the amount of the deposit is necessary. Upon termination of the Agreement, MCCA shall return the deposit amounts to Client after payment of all services and postage. If client fails to maintain the deposit at the prescribed levels, or if client fails to maintain current status of all invoices as described in the "Compensation" section, MCCA may suspend its performance under this agreement and hold customers statements/bills (at MCCA discretion) until the deposit is received. The outgoing statements/bills will leave MCCA utilizing the Municode postage permit for USPS postage payment. Statements are mailed at the lowest possible postage rates. Most statements qualify for the 5 digit automated rate. MCCA is certified by the USPS for optional procedures.

FORCE MAJEURE – Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake, hurricane or other act of God, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference. The other party shall, likewise, be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered.

CONFIDENTIALITY – MCCA agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client's behalf, which are confidential and which are clearly designated as confidential, shall be subject only to the disclosure requirement for the performance of MCCA's obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by MCCA without the written consent of Client.

LIMITATION OF LIABILITY – The parties hereto agree that this agreement is only for the production of goods and services. MCCA shall be liable only to the extent of re-mailing a correction or corrected job as soon as possible to rectify the mistake. Breach of contract damages shall be limited to the value of the work performed. In the event of a breach of the terms of this agreement, MCCA shall not be liable for loss of business, incidental or consequential damages, or costs in excess of billing for services related to the specific job. MCCA is not liable for incidental or consequential damages, including revenue, even if MCCA has been advised of the possibility of such loss or damage.

PERFORMANCE – MCCA shall handle the laser printing and mailing of the Client's bills. Expected volumes are defined in schedule 1.0. MCCA will receive data for the billing from the Client on a daily basis. MCCA will receive data in a format mutually determined by both MCCA and the Client. Data compression is allowed as mutually agreed to by MCCA and Client. MCCA shall simplex (one side)

laser print the data on pre-printed forms as described in schedule 1.0. If required, MCCa shall set up the form and program to include scan lines for intelligent inserting. The Client will then provide the matching criteria for such intelligent programming.

E-VERIFY – Municipal Code uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees. We will not be subcontracting any of this work; all work will be performed by Municipal Code employees. Municipal Code's E-Verify Number is 42302.

Emergency Backup

MCCa maintains a hardened backup site. This site has all of the capabilities of our main site, and can take over production in the event that our main site experiences problems.

Data Retention Policy

MCCa has a policy of keeping our customers data for a period of 3 (three) months at which point the data is moved to our back-up site for a period of no less than 3 (three) years. We will always have your files available in case a need to reproduce them should arise.

CLIENT RESPONSIBILITY

The Client agrees to:

- Transmit data files to MCCa's cloud-based data site in the method agreed upon according to the provided schedule.
- Ensure postage funds are available per specifications provided in "Scope of Work".
- Quality check data files in advance of sending to MCCa
- Quality check statements via PDF's during processing
- Provide camera ready artwork for graphics.
- Pay MCCa for services billed (Net 30).
- Provide MCCa insert specifications to Client's insert vendors (if other than MCCa).
- Provide an explanation of billing record layout or mapping document to MCCa.
- Meet USPS "NCOA" and "Move Update" requirements (unless done through MCCa). If done through MCCa, client agrees to update their records with matches per USPS requirements.
- Review and approve design of billing statements.
- Pay for any unused forms of as a result of a format change or contract modification.

- Client is encouraged to QC billing statement content using PDF images during each mailing to ensure statement quality.
- Client is required to sign off on parallel testing once completed to ensure statements meet Client expectations.
- Client is required to sign off on "deployment" normally after the first month's mailings. The deployment period may be extended with mutual agreement from Client and MCCA. At the conclusion of the deployment period, changes will be billed at Technical Services rates in accordance with Schedule 1.
- Client must approve billing statement layout at least 3 (three) weeks prior to deployment date. If not, an additional surcharge on the initial order of preprinted forms may apply.



ADDITIONAL SERVICES

Additional Services Available through Revalocity

- *Electronic Payments*
- *Proactive Notifications*
- *Pre-Paid Utilities*
- *Website Portals*
- *Inserts and Promotional Material*
- *eBilling*
- *Go Green*
- *Address Cleanup through USPS using USPS NCOA*
- *Muniview*

Inserts and Promotional Material

MCCA customers enjoy full service in-house graphic design and printing/creation for statement inserts, newsletters, special mailings or just about anything else you want to send to your customers. We provide competitive pricing but give our customers the option of using us or another print provider.

Go Green!

At Municipal Code we are selective in choosing our business partners. All paper suppliers are "Tri-certified" in support of sustainability. This is a Chain-of-Custody certification, which is a commitment to responsible forest management practices and environmental stewardship in all levels of production. Good for you, your customers and the environment. We utilize a green process that is more environmentally friendly than post-consumer recycled materials.



Revalocity Services including Online Credit Card Processing, Notifications, Pre-Paid Utilities and ePayment EBPP (Electronic Bill Presentment & Payment)

MCCA offers a single, industry leading platform called Revalocity to all it's clients with the ability to provide their customers with the option of paying their billing statements online using a credit card or eCheck, setting up SMS, email or IVR notifications and even allows it customers to offer pre-paid Utilities all on one simple platform. Clients may also offer their customers the option of signing up for automatic payments through MCCA. The Revalocity payment portal is branded with Clients logo and contact information such that

customers view the pages as the clients website. Transaction charges can be paid by the client, passed on to the customer or a combination of the two. Please contact MCCA for further details regarding online service options.

eBilling

MCCA provides eBilling services to their clients. The eBills provide a billing option saving the client money (postage) while delivery statements electronically same day. The eBills project a "green" image to customers and demonstrating the client's commitment to the environment. Setup for eBills is waived if done at the time of initial deployment. MCCA's eBills provide a custom eBill summary message and include an attached PDF copy of the customer's statement, and can include links to payment sites, utility links, and PDF copies of inserts. Any response to these eBills will be directly emailed to the email address you provide.

ADDITIONAL MUNICODE SERVICES

MCCA is an independent business of the Municipal Code Corporation. Through Municode we can provide additional services/products under this contract. Any of the following services may be purchased pursuant to this contract.

Document Imaging and Records Management Software (Laserfiche) - MCCi offers Laserfiche (LF) Software and related services which provides a records repository allowing storage, retrieval and imaging of all documents. Capabilities include an intuitive browse window, index cards, full-text indexing, keyword template search, fuzzy word search, and virtually unlimited folders, giving users access to any document instantly.

Document Scanning Services (MuniScan) - MCCi offers scanning, indexing and integration of hard copy documents with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and fuzzy logic.

Process Management Software (MuniTrackIt) - MCCi offers the MuniTrackIt Software (developed by Brandt Information Services, Inc.) which is a web based solution designed specifically for Government organizations. MuniTrackIt will save time and money by streamlining business processes.

Code Supplementation and Codification Services (MuniCode) - Municipal Code Corporation offers supplementation of existing Codes, Codification of Ordinances and Recodification of existing Codes. Our optional services include legal review, republishing, editorial and index work and electronic options (CD, Internet).

Creative Services - MCCA can provide design and printing services of inserts. We have a creative team of talented graphic artists to help you quickly create statement inserts, newsletters or any other important customer communications at competitive rates.

COST DATA Quotation Sheet For CITY OF ORMOND BEACH FLORIDA

Schedule 1.0 – Fees for Goods & Services

Paper Bill		
- Custom Municipal Statement Design - Data processing & Duplex printing - Single 8½x11 document with 3½" perforated return, white, long-grain 24 lb. bond paper stock, #10 windowed envelope, white w/security tint - 20 lb. #9 return envelope - Folding, inserting and delivery to USPS (same business day) - CASS/PAVE certification of customer mailing list - Price does not include postage - Two color highlight (includes black print)		
Monthly Volumes		
20,000 – 35,000	\$.09	Per bill
10,000 – 19,999	\$.105	Per bill
5,000 - 9,999	\$.11	Per bill
Cost if #9 return envelope is excluded	\$.08	Per Bill
Initial programming and set-up	Waived	One Time
Optional: Special market messages on the statement (if setup required)	\$ 25	Per Message
Optional: Subsequent pages to statement	\$.04	Per Page
Optional: Technical Services (Including programming & insert composition if needed)	\$125	Per Hour
Optional: Additional Inserts - (Does not include printing or design of insert)	\$.005	Per Bill
Optional: Duplex printing of variable data on backs of bill statements (black print)	\$.005	Per Bill
Optional: E-Bills - Paperless emailing of statements to customers	\$.05	Per Bill
Optional: MuniBill PDF (includes processing & creation) 3 months online	N/C	Included
Optional: Statement Optimal Design Review & Consulting	N/C	Included
Optional: Late notices, final bills and cancellation notice (1-color black)	\$.09	Each
Optional: MuniView – Secure online viewing of statements	\$.005	Per Record
Optional: MuniForwarding - NCOA forwarding of statements	\$.005	Per Bill

Schedule 2.0 – Permanent Postage Deposit

Permanent Postage Deposit – Based on Statement Volume

*** All statements are mailed at the lowest possible postage rate**

REVISED 8/20/2014
via email from
Grady Campbell,
Account Executive, MCCa

This proposal shall be valid for a period of one hundred and twenty (120) days from the date appearing on the signature page of this proposal unless signed and authorized by MCC and the Client.

Term of Agreement The term of this full service contract shall be for a period of five (5) years, commencing on mutually agreeable date and ending sixty (60) months later.

Submitted by:

MUNICIPAL CODE CORPORATION ADVANTAGE
a division of Municipal Code Corporation

Municode President: _____
Witness: _____
Date: _____
Accepted by:

ORMOND BEACH, FLORIDA

By: _____
Title: _____
Witness: _____
Date: _____



CITY OF EDGEWATER
UTILITY BILLING
104 North Riverside Drive
Edgewater, FL 32132
www.cityofedgewater.org

For questions regarding your bill:

Mon - Fri 8 AM - 4:30 PM

Telephone: (386) 424-2400

Fax: (386) 424-2409

Pay by Phone: (386) 427-EASY (3279)

After Hours Emergency: (386) 424-2400

Email at: customerservice@cityofedgewater.org

EDGEWATER FL 32141-4212

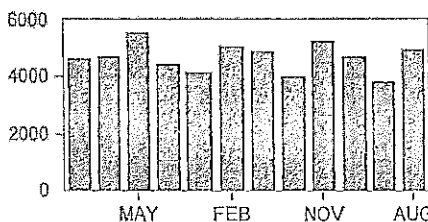
ACCOUNT NUMBER	
CYCLE/ROUTE/CLASS	02-12
BILLING DATE	07/28/15
PREVIOUS BALANCE	\$100.48
LAST PAYMENT ON	07/21/15 \$100.48
ADJUSTMENTS	\$0.00
PAST DUE BALANCE	\$0.00
CURRENT CHARGES	\$99.57
TOTAL AMOUNT DUE	\$99.57
DATE DUE	08/17/15

IMPORTANT NOTICE

Thank you for your timely payment of last month's statement!

Prior Reading Date	06/15/15	Current Reading Date	07/15/15	
Service Location	[REDACTED]			
SERVICE	METER NUMBER	CURRENT READING	PRIOR READING	USAGE
WA	64846955	157250	152610	4640

DETAIL OF CHARGES			
SERVICE	DESCRIPTION	CHARGES	TOTAL
WA	WATER BASE CHARGE	\$9.57	
WA	WATER CONSUMPTION	\$17.34	
	UTILITY TAX	\$2.69	
	Total Current Water		\$29.60
SW	SEWER BASE CHARGE	\$13.89	
SW	SEWER CONSUMPTION	\$25.33	
	Total Current Sewer		\$39.22
RC	RECYCLING	\$2.60	
RF	REFUSE	\$20.15	
ST	STORMWATER	\$8.00	



USAGE HISTORY

Current Month	4640.00
Last Month	4720.00
Current Month - Last Year	4950.00
Days in Period	30
Average Daily Usage	154.667
Average Daily Cost	3.319

CITY NEWS & EVENTS

We are now an electronic receiver. Please update your bill payer account number to reflect how it is exactly on your water bill. Otherwise, this could delay the payment being received.



Check out our new City of Edgewater Mobile App, scan the QR Code for quick access!

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. DO NOT STAPLE OR FOLD. WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.



CITY OF EDGEWATER
UTILITY BILLING
104 North Riverside Drive
Edgewater, FL 32132

RETURN SERVICE REQUESTED

To Enroll In:
EASYPay ☐
Scholarship ☐

See reverse side for more information.

ACCOUNT #	BILL DATE	DATE DUE	TOTAL DUE
	07/28/15	08/17/15	\$99.57

ENTER AMOUNT ENCLOSED >>> \$ _____

Update phone # for Emergency Notifications: # _____

Remit and make checks in US funds payable to:

City of Edgewater
P.O. Box 1190
Edgewater, Florida 32132



EDGEWATER FL 32141-4212

00000333500001629000000009957

PAYMENTS WHEN CREDITED

PAYMENTS RECEIVED IN THE FINANCE DEPARTMENT OFFICE PRIOR TO 2 PM ARE CREDITED TO YOUR ACCOUNT ON THE SAME DAY. PAYMENTS RECEIVED AFTER 2 PM ARE CREDITED THE FOLLOWING BUSINESS DAY. PAYMENTS MAILED TO CITY HALL ARE CREDITED TO YOUR ACCOUNT ON THE DATE RECEIVED.

ON-LINE SERVICES

VISIT THE CITY'S WEB SITE AT WWW.CITYOFEDGEWATER.ORG FOR INFORMATION ON YOUR COMMUNITY AND TO VIEW YOUR ACCOUNT INFORMATION, INCLUDING CURRENT AND PAST BILL; STATEMENTS, SERVICE SUMMARY COSTS, AND BILLED CONSUMPTION USAGE. YOU CAN ALSO PAY YOUR UTILITY ACCOUNT ON-LINE. THE CITY ACCEPTS MOST MAJOR CREDIT CARDS. IN ADDITION, THE CITY ACCEPTS E-CHECKS ONLINE. TO MAKE PAYMENTS, VISIT THE CITY'S WEB SITE THEN CLICK ON 'UTILITY BILLING'.

LATE PAYMENT CHARGES

ACCOUNTS BECOME DELINQUENT 21 DAYS AFTER THE ORIGINAL STATEMENT DATE AND ARE SUBJECT TO DISCONNECT. A FIVE (5%) PERCENT LATE FEE IS CHARGED ON BALANCES NOT PAID BY THE DUE DATE, WHICH IS 20 DAYS FROM THE STATEMENT DATE. ACCOUNTS NOT PAID 30 WITHIN DAYS OF THE ORIGINAL STATEMENT DATE WILL BE CHARGED A \$30.00 DELINQUENT FEE.

NON-PAY COLLECTION FEE/SERVICE

DISCONNECTION

IF YOUR BILL HAS A BALANCE FORWARD, YOUR ACCOUNT COULD BE PAST DUE AND SUBJECT TO DISCONNECTION WITHOUT FURTHER NOTICE.

SERVICES MAY BE DISCONNECTED FOR "REASON OF NON PAYMENT". SERVICES, ONCE DISCONNECTED, WILL NOT BE RECONNECTED UNTIL ALL OF THE PAST DUE BALANCE ON THE ACCOUNT, AS WELL AS, THE DELINQUENT FEES ARE PAID IN FULL. ANY BILL NOT PAID WITHIN TWENTY-ONE (21) DAYS OF THE STATEMENT DATE IS DELINQUENT AND SUBJECT TO DISCONNECTION WITHOUT FURTHER NOTICE.

IF AN ONLINE OR AUTOMATED PAYMENT IS MADE AFTER YOUR SERVICE IS DISCONNECTED, YOU WILL NEED TO CONTACT CUSTOMER SERVICE FOR RECONNECTION.

AFTER HOURS EMERGENCY, AFTER 4:30 PM AND WEEK-ENDS:

AFTER HOUR EMERGENCIES, WHICH REQUIRE A SERVICE CALL TO YOUR HOME, WILL RESULT IN A \$100.00 SERVICE CHARGE.

RETURNED CHECKS

CHECKS WHICH ARE RETURNED TO THE FINANCE DEPARTMENT WILL RESULT IN A RETURNED CHECK CHARGE OF \$25.00 OR 5% IN ACCORDANCE WITH CITY ORDINANCE AND STATE LAW. ALL OTHER SERVICE FEES / DISCONNECTION OF SERVICE CHARGES MAY APPLY TO YOUR ACCOUNT IF YOUR CHECK IS NOT HONORED BY YOUR BANK.



CITY OF EDGEWATER
UTILITY BILLING
104 North Riverside Drive
Edgewater, FL 32132
www.cityofedgewater.org

DELINQUENT BILL

For questions regarding your bill:

Mon - Fri 8 AM - 4:30PM

Telephone: (386) 424-2400

Fax: (386) 424-2409

Pay by Phone: (386) 427-EASY (3279)

After Hours Emergency: (386) 424-2400

Email at: customerservice@cityofedgewater.org

EDGEWATER FL 32141

ACCOUNT NUMBER	
CYCLE/ROUTE/CLASS	02-09
BILLING DATE	07/28/15
PREVIOUS BALANCE	\$146.91
LAST PAYMENT ON	07/07/15 \$79.31
ADJUSTMENTS	\$34.88
PAST DUE BALANCE	\$102.48
CURRENT CHARGES	\$59.72
TOTAL AMOUNT DUE	\$162.20
DATE DUE	08/17/15
CUTOFF DATE	08/03/2015

IMPORTANT NOTICE

Your account has a past due balance and you are subject to disconnection of your service. If your service is disconnected, the past due balance and reconnection fee must be paid prior to restoring service. A bill is not considered paid until payment is received in the office.

CITY NEWS & EVENTS

We are now an electronic receiver. Please update your bill payer account number to reflect how it is exactly on your water bill. Otherwise, this could delay the payment being received.

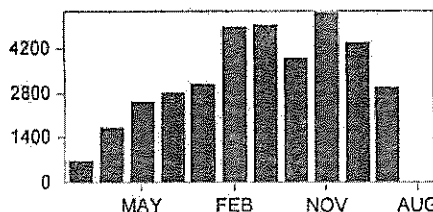


Check out our new City of Edgewater Mobile App, scan the QR Code for quick access!

Prior Reading Date	06/15/15	Current Reading Date	07/15/15
Service Location			
SERVICE	METER NUMBER	CURRENT READING	PRIOR READING
WA	64846393	96940	96310
			USAGE
			630

DETAIL OF CHARGES

SERVICE	DESCRIPTION	CHARGES	TOTAL
WA	WATER BASE CHARGE	\$9.57	
WA	WATER CONSUMPTION	\$1.01	
	UTILITY TAX	\$1.06	
	Total Current Water		\$11.64
SW	SEWER BASE CHARGE	\$13.89	
SW	SEWER CONSUMPTION	\$3.44	
	Total Current Sewer		\$17.33
RC	RECYCLING	\$2.60	
RF	REFUSE	\$20.15	
ST	STORMWATER	\$8.00	

**USAGE HISTORY**

Current Month	630.00
Last Month	1720.00
Current Month - Last Year	0.00
Days In Period	30
Average Daily Usage	21
Average Daily Cost	1.991

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. DO NOT STAPLE OR FOLD. WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.



CITY OF EDGEWATER
UTILITY BILLING
104 North Riverside Drive
Edgewater, FL 32132

RETURN SERVICE REQUESTED



To Enroll In:
EASYpay ☐
Scholarship ☐

See reverse side for more information.

ACCOUNT #	BILL DATE	DATE DUE	TOTAL DUE
	07/28/15	08/17/15	\$162.20

ENTER AMOUNT ENCLOSED >>> \$

Update phone # for Emergency Notifications: #

DELINQUENT BILL

Remit and make checks in US funds payable to:

City of Edgewater
P.O. Box 1190
Edgewater, Florida 32132



EDGEWATER FL 32141

00001002100000962800000016220

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Holly Hill** ("City"), a Florida municipal corporation, 1065 Ridgewood Avenue, Holly Hill, Volusia County, Florida and **Municipal Code Corporation** ("Contractor"), 1700 Capital Circle SW, P.O. Box 2235, Tallahassee, FL 32316, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposal (RFP 2014-24) dated July 21, 2014, attached hereto as Exhibit "A" and the Proposal for Utility Billing Services dated July 22, 2014, attached hereto as Exhibit "B" are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement is for a five (5) year term that shall be effective on the date it is fully executed by the parties.
3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached Exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 8 of this Agreement. All such invoices shall be paid by the City pursuant to the Florida Prompt Payment Act, Chapter 218 (Part VII), Sections 218.70-218.80, *Florida Statutes*, as the same presently exists or may hereafter be amended.
4. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
5. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
6. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
7. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

Attachment: Holly Hill with MCCa's signature (1156 : Utility Bill Printing and Mailing)

8. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Holly Hill

Joseph A. Forte, City Manager
(copy to City Attorney)
1065 Ridgewood Avenue
Holly Hill, FL 32117

Municipal Code Corporation

Eric Grant, President
1700 Capital Circle SW
P.O. Box 2235
Tallahassee, FL 32316

9. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
10. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
11. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
12. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
13. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
14. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
15. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and

causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

16. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

17. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

Attachment: Holly Hill with MCCa's signature (1156 : Utility Bill Printing and Mailing)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF HOLLY HILL shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products &

	Completed Operations Fire Damage (any one fire)
	\$ 50,000
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

*NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

18. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
19. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
 20. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations
 21. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
 - (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.
 22. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties
have caused this Agreement to be signed on the dates indicated
herein below.

DATED this _____ day of _____, 2014.

Witnesses:

CITY OF HOLLY HILL

Print Name: _____

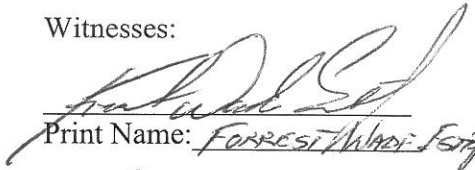
By: _____
John Penny
Mayor

Print Name: _____

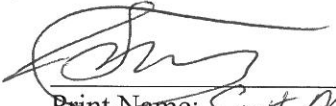
By: _____
Joseph A. Forte
City Manager

Witnesses:

MUNICIPAL CODE CORPORATION


Print Name: Harold E. Grant

By: 
Harold E. Grant
Executive V.P., MCC


Print Name: Scott McCherry

By: 
Eric Grant
MCC President

Attachment: Holly Hill with MCCa's signature (1156 : Utility Bill Printing and Mailing)

**City of Ormond Beach**

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3330

REQUEST FOR PROPOSALS**PROPOSER ACKNOWLEDGEMENT FORM**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **UTILITY BILLING SERVICES**

RFP NUMBER: **2014-24**

RFP DUE DATE & TIME: **Tuesday, July 22, 2014 at 2:30 P.M.**

RFP OPENING LOCATION: **Upstairs Conference Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-PROPOSAL MEETING LOCATION: **N/A**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Municipal Code Corporation

PROPOSER'S MAILING ADDRESS: PO Box 2235
Tallahassee, FL 32316

CITY-STATE-ZIP: 11

F.E.I.N. or S.S. NUMBER: 59-0649026

PHONE NUMBER: 800-262-2673 FAX NUMBER: 850-575-8852

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X [Signature]

AUTHORIZED SIGNATURE (MANUAL)

ERIC Grant

NAME (TYPED)

President

TITLE

7/21/14

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of Onvia DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than Onvia DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be **clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package)**. The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be

initialed. The company name and Federal Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the City shall notify the Vendor/Contractor of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the City of any kind whatsoever.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW: Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 199, and specifically to

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Record Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

**CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
UTILITY BILLING SERVICES
RFP NO. 2014-24**

I. INTRODUCTION

The City of Ormond Beach, Florida is requesting proposals from qualified firms to enter into a contractual agreement to provide printing, processing and mailing of the City's utility bills and other necessary literature. A five-year contract is contemplated. The awarded firm shall furnish all labor, materials (including all paper and envelopes), equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work.

Deadline for Submission: To be considered, proposals must be received no later than 2:30 p.m., July 22, 2014.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Inquiries received after that time will not be responded to. Answers to inquiries will that warrant attention of all the potential proposers will be distributed in the form of an addendum. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted. Please direct written inquiries to:

Chris Byle
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174
Telephone: (386) 676-3223
Fax: (386) 676-3374
Email: Chris.Byle@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team

Proposal Delivery: The City must receive one (1) original and one (1) electronic pdf format copy no later than the date and time specified above. Submit proposals to: Chris Byle, Purchasing Coordinator, City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida, 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to

ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

II. NATURE OF SERVICES REQUIRED

A. General

It is the intent of the City of Ormond Beach, Florida to award a contract to the successful bidder of this request for proposals to provide printing, processing and mailing of the City's utility bills and other necessary literature. The awarded firm shall furnish all labor, materials (including all paper and envelopes), equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work.

B. Background

The City of Ormond Beach is a Florida Municipal Corporation, which operates under a Commission-City Manager form of government. The City Commission is comprised of a mayor and four Commission members. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission appointed City Manager. The City provides a comprehensive array of services including police, fire, leisure services, public works, planning and economic development. The City operates a water and sewer system, a stormwater utility, a solid waste utility and a municipal airport.

The City of Ormond Beach is located in Volusia County, along the Atlantic coast of Florida. The City has an estimated population of 38,557 living within an area of approximately 36 square miles.

The City's utility billing and customer information system is a proprietary software application developed by SunGard HTE, Inc., located in Lake Mary, Florida. Billing data is processed daily through batch update process. The production of bill files and reports follows the update process. After the process is completed, the billing data files are sent the following morning via FTP to the vendor for processing. Once the print file is created, the bills and notices are laser printed. Utility bills are currently laser printed on double-sided 8 ½ x 11 inch stock (blue and white in color) with a perforation for the tear-off payment stub at the bottom of each page. This payment stub includes an OCR scan line. Each form, for utility billing and notices, is printed in black ink with exception of overdue or delinquent notices which are printed in blue or red ink for identification with each specific message. A sample is provided in Appendix A of the Request for Proposal (RFP). After printing has been completed, bills and notices are folded and inserted with utility-related bill inserts and a return payment envelope into mailing envelopes. Bills and notices are subsequently weighed and processed through a postage meter for mailing through the U.S. Postal Service. In some cases, customer bills may result in multiple pages and must be grouped accordingly for mailing in a single envelope.

Bill charge amounts in excess of \$49,999.99, either credit or debit balance, are validated with City Staff, prior to printing and mailing. Once reviewed and approved for mailing, those identified bills are to be released for production and mailing.

Inserts are identified to be included in bill statements based upon predetermined criteria, such as, customer class, area of the City and meter reading cycle.

Several times each year, the city prepares a file for business tax renewals. These files are prepared separately and follow the print file format currently in use by the utility billing process. This process will not change, but will continue using an electronic file transfer format with generic statement forms with the renewal statement form printed during processing. The volume for each mailing is approximately 500 – 4,000. These mailings include an insert and return envelope. The renewal statements include a remittance stub similar to the utility bill format.

C. Scope of Work to be Performed

The City of Ormond Beach is soliciting proposals from vendors interested in providing the services necessary to print and mail the City's utility bills daily. In addition, the City seeks to evaluate developing an improved design for its bill. The City is seeking a vendor who can provide the types of design and format services that would result in flexible, professional and easy to understand billing statements. The design should include the front and back of bills and notices, as well as an OCR scannable payment stub. The City is most interested in a bill presentation that will accommodate the use of graphics, bar graphs, color and bar

coding, where feasible. The ultimate design should be able to accommodate the changing demands of the water industries; be adaptable to different classes of customers, commercial versus residential; and incorporate the billing data generated by the City's utility billing system. Programs should be designed for flexibility to allow for frequent modification and addition as industry requirements change.

It is expected that the vendor(s) will satisfy the following requirements:

1. Daily bill and notice printing (bill processing) must be available during weekends and holidays. Turn around time is to be the same day as receipt of billing data files. The City's bill volume is approximately 23,000 utility bills per month.
2. Bar coding for postal mailings and payment stub processing to optimize efficiency and postal cost reductions.
3. Same day insertion and envelope preparation.
4. Same day postage metering.
5. Mailing of utility bills and notices that will insure a next day delivery to City customers with Ormond Beach delivery addresses.
6. Provide generic blank statement paper forms and envelopes until needed or used. To permit flexibility there are no preprinted forms/envelopes involved in the processing.
7. Ability to insert different documents in each envelope based upon predetermined criteria, such as, class of customer, reading cycle and service type.
8. Provide automatic confirmation to the City upon delivery of bills to the U.S. Postal Service. Vendor must maintain CASS certification and address correction/forwarding on behalf of the City.
9. All work shall be done at a location that provides security and supervision from start to finish, including a well-defined quality control assurance program.
10. Provide programming and bill design services, as required.
11. Provide immediate live telephone support to the City of Ormond Beach for problem resolution.

III. PROPOSAL REQUIREMENTS

A. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the utility billing services of the City of Ormond Beach in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated.

1. Independence

The firm should provide an affirmative statement that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. The firm should provide an affirmative statement that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor should certify to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City of Ormond Beach, Florida. It is expressly agreed by the firm that in the performance of the services required under this contract, the firm, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the City of Ormond Beach, Florida.

2. Conflict of Interest

The firm shall list, and describe any relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, may have with the City of Ormond Beach, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Failure to disclose any such contractual or personal relationships will be cause for disqualification of the proposal.

Additionally, the firm shall give the City written notice of any other relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the agreement.

3. Qualifications, Capabilities and Experience

a. Qualifications and Experience of the Firm

- i. Describe your firm's history and the organizational structure of the department or division that will provide the proposed services.
- ii. Describe your firm's experience with document designing, printing and mailing services that are provided to utility companies or other high volume clients.
- iii. Provide the total number of statements mailed monthly by your firm.
- iv. Provide the volume of your three top customers.
- v. Describe your firm's experience with remittance processing services that are provided to utility companies or other high volume clients.
- vi. Comment on other areas which make your firm different from your competitors.
- vii. Describe your firm's experience with clients that use SunGard HTE software.

b. Qualifications and Experience of Team and Relationship Services

- i. Describe your firm's philosophy regarding account or relationship management.
- ii. Identify and provide the resume of the person (account executive) who will be assigned as the service coordinator to the City.
- iii. Identify the members of the proposed team including their tenure with your firm, background, education, location of their office, and the role they will play in managing the City's account.
- iv. If you plan to use subcontractors for the services included in this proposal, describe your relationship with the subcontractor, the subcontractor's history and experience in providing similar services and the experience of the subcontractor's employees that will provide services to the City.

- v. Identify and flow chart processing from receipt of file through to delivery process from the processor to the U.S. Postal Service.

c. Document Printing

- i. Describe your capability to perform bill processing within the City's required time table, i.e., turn around time is to be same day.
- ii. Describe your printing capability including printing multiple colors and pre-printed forms.
- iii. Describe your printing quality control and how you assure that the billing data will fall correctly into appropriately locations consistently.
- iv. Describe your capability of printing certain declarations as they occur or for related values in the statement each in other than black ink. For instance, "Do not pay – credit balance" – where this declaration occurs or a credit value is indicated, print in blue ink. Three colors: black, blue and red are to be variable.
- v. Describe your capability of printing bar coding for postal mailing and payment processing.
- vi. Describe your capability of printing single account statement and multiple accounts consolidated statements.
- vii. Describe the type and size of paper and envelope that you can handle.
- viii. Describe your turn around time to implement format changes.
- ix. Describe your capability to provide notification to the City of all bills printed and delivered to the U.S. Postal Service. The notification must be provided to the City immediately following completion of the mailing.

d. Mailing Services

- i. Describe your capability of formatting address data in order to obtain the best postal presort discount rates.
- ii. Describe your capability to handle billing and mailing on the same day that you received the billing file from the City.

- iii. Describe your ability to stay up to date of United States Postal Services equipment and processing requirements.
- iv. Describe your process in handling international addresses.
- v. Describe your capability to validate bill charge amounts in excess of \$49,999.99 either credit or debit balance with City Staff prior to processing statement.
- vi. Provide the location of the facility where bills will be printed and mailed.
- vii. Describe your mailing capability to accommodate one page statement and multiple page statement simultaneously.
- viii. Describe your coordination procedures and capability for inserts.
- ix. Describe your capability for certain inserts to be included with selected bills based on criteria, either inside/outside, cycle/route, rate class or combination thereof.
- x. Describe your capability of not including return envelopes in the Automatic Payment Service (APS) customer's bills.
- xi. Describe how you account for the postage used for the City's mailing to be included on the monthly statement detailed by each daily billing.
- xii. Describe or provide a sample of the monthly report that is provided regarding postage information.

- e. System and Software
 - i. List the operating system and platforms you will be using to provide proposed services.
 - ii. Describe technical capabilities for receiving and verifying accurate receipt of files.
 - iii. Describe security procedures for data transfer (e.g. FTP).
 - iv. Describe routine back-up procedures for your system.
 - v. Describe your contingency plan for equipment failure or unexpected equipment outages. Please provide detail of the plan.
 - vi. List and describe all software products that will be used to provide proposed services including bill design software, mailing discount software, document print software, and address validation software.
 - vii. List all products, hardware and software, that will be remarketed, and service that will be subcontracted as part of the proposed solution.
 - viii. Describe any software upgrade methods, policies, and procedures that can potentially affect the City.
- f. Quality Assurance and Customer Support
 - i. Describe your quality assurance program including designing, printing, and mailing processing.
 - ii. Explain what happens when a quality issue is recognized and follow-up actions are required.
 - iii. Describe the hours and days available for product and technical support.
 - iv. Define support escalation process.
- g. Payment
 - i. Describe the normal payment arrangement between your firm and its customers.
 - ii. Provide a sample of the monthly bill statement for the detailed daily charges.

h. Confidentiality of Data

- i. Describe the security measures and business practices your firm uses to protect the confidentiality and security of the City's customer data.
- ii. No names and addresses of the City's customers may be provided to a third party or used by the vendor for any purposes including marketing. The vendor will sign a confidentiality provision stating that any information contained in the City's billing information cannot be used or shared in any way by the vendor.

4. Fees

- a. Provide your fees for the proposed services. Fee quotes should list designing, printing for front and backer sheet, return envelope with or without if bank draft customer, and mailing processing separately. The fee listed should also separate flat fee, per transaction fee, one-time set up fee and on-going maintenance fee.
- b. Describe cost of hourly programming services. Provide examples of standard programming hourly charges, rush change charges and normal times, for changes to mailing addresses, telephone numbers, informational statements-backer sheet, and ink print colors.
- c. Provide your fees for the business tax renewals that are billed several times each year.

5. Other Services and Fees Available

Describe other printing and mailing services available from your firm to the City and related fees/set-up costs.

6. References

Please list the name, address and telephone number of references from five (5) utility agency clients indicating the services provided, with emphasis on recent similar projects. If applicable, provide references from clients who are SunGard HTE customers where the installation has been live and active for a minimum of six months.

VII. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by the City Commission. The following represent the principal selection criteria which will be considered during the evaluation process:

- A. Project Approach (10 points)
- B. Qualifications and Experience (10 points)
- C. Processing Capabilities (10 points)
- D. Design Quality (10 points)
- E. Quality Assurance/Security (10 points)
- F. Cost Proposal (20 points)
- G. References (10 points)

The above ratings are on a scale of 1 to 10 (or 20) with 1 being the lowest score and 10 (or 20) being the highest score. The maximum points a firm can obtain is 80.

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

**CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
UTILITY BILLING SERVICES
RFP NO. 2014-24**

Risk Management and Insurance Requirements

A. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

B. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) **Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>	
\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate *
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$250,001 & over	\$1 Million	Each Occurrence
	\$1 Million	General Aggregate *

	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence / \$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

C. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least sixty (60) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated insurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
UTILITY BILLING SERVICES
(RFP No. 2014-24)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

July 9, 2014

Addendum Number

No. 1

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:COMPANY Municipal Code Corp.

NAME:

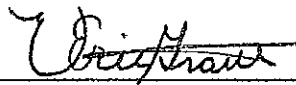
VENDOR/CONTRACTOR

LICENSE

NUMBER:

ADDRESS: 1700 Capital Circle SW
Tallahassee FL 32310PHONE NO.: 800-262-2633 FAX NO.: 850-575-8852SUBMITTER'S NAME: Eric Grant

(Typed or Printed in Ink)

TITLE: PresidentAUTHORIZED SIGNATURE: I,  hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
UTILITY BILLING SERVICES
RFP NO. 2014-24

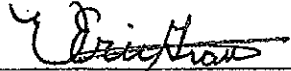
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

Municipal Code Corporation / MCCA

AUTHORIZED SIGNATURE



NAME (PRINT OR TYPE)

Eric Grant - President

TITLE

7/21/2014

DATE

Attachment: MCCA with Holly Hill Exhibits A and B (1156 : Utility Bill Printing and Mailing)

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
UTILITY BILLING SERVICES
RFP NO. 2014-24

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Municipal Code Corporation
Company Name
[Signature]
Authorized Signature
Eric Grant
Print Name
President
Title

8. Do you want the electronic PDF copy of the response on a medium to you or do you want us to email the pdf to you directly?

The electronic pdf copy of the response should be on a medium sent with the official response.

9. Do you want a very local vendor? Is it absolutely required for bills to arrive at customer address next day after mailing?

It is not the City's intention to limit responses to only local vendors. Please see amended portion at top of Addendum 1, C. Scope of Work to be Performed.

10. Do you bill in cycles? If so, how many bills per cycle and how often are cycles billed?

Yes, the City bills in cycles and routes, with utility statements mailed daily. The files are sent Monday through Friday each month by 9 a.m. EST. The average number of statements per day is approximately 1,100. Some days the file may contain as many as 2,600, other days as few as 600. The first day and last few days of each month will be small files, around 25 to 90 statements.

11. Please confirm that you do not want any preprinted forms or envelopes. All bills and envelopes must be blank stock?

The City will consider blank or preprinted forms or envelopes. Please see amended portion at top of Addendum 1, C. Scope of Work to be Performed.

12. Why would daily bill printing (processing) be available during weekends and holidays? Post office is closed on those days.

The City of Ormond Beach does not recognize some of the Federal holidays. Please see amended portion at top of Addendum 1, C. Scope of Work to be Performed.

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

**THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH
YOUR RFP**

COMPANY NAME:

Municipal Code Corporation

SIGNATURE:

[Signature]

DATE:

7-21-14

The foregoing changes are hereby incorporated into the Request for Proposals Requirements and Contract Documents for **UTILITY BILLING SERVIES, RFP NO. 2014-24**, for the City of Ormond Beach.

City of Ormond Beach, Florida
County of Volusia

END OF ADDENDUM NO. 1

**INVOICE****Bill To:**

TALQUIN ELECTRIC
ATTN: DWIGHT CALLAHAN
1640 W. JEFFERSON STREET
QUINCY, FL 32351

Invoice Number	00244493
Invoice Date	7/16/2014
PO Number	
Customer Id	90-18812
Payment Terms	Net 30

Shipped	Description	Unit Price	Extended Price
1	MUNI VIEWS	\$0.009	\$0.01
7/15/14 CYCLE BROKEN POLE			
8751	STATEMENTS PROCESSED	\$0.125	\$1,093.88
715	STATEMENTS WITHOUT #9 ENV	\$0.125	\$89.38
165	OUTSORT STATEMENTS PROCESSED	\$0.125	\$20.63
170	OUTSORT STATEMENTS PROCESSED - FINALS	\$0.125	\$21.25
434	HEAVY MAILINGS	\$0.125	\$54.25
1943	HOUSEHOLD MAILINGS	\$0.125	\$242.88
12178	MUNI VIEWS	\$0.009	\$109.60
7/15/14 CYCLE 3			

Please remit one copy with payment

Subtotal	\$1,631.88
Discount	\$0.00
Freight	\$0.00
Tax	\$122.42
Total	\$1,754.30

2014

5.5.e

EXHIBIT "B"



UTILITY BILLING SERVICES CITY OF ORMOND BEACH, FL

Attachment: MCCa with Holly Hill Exhibits A and B (1156 : Utility Bill Printing and Mailing)



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July 22, 2014

Chris Byle
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Letter of Introduction

Dear Mr. Byle,

We are pleased to submit the following Utility Bill Printing and Mailing Proposal for your review.

MCCa (MCCa), a division of Municipal Code Corporation (Municode), specializes in high quality, leading edge statement processing and bill presentment services. With over 60 years of municipal experience, we currently service over 50 utility providers throughout the southeast. Through our Revalocity platform, the industry leading revenue management platform, we offer world-class bill presentments services. MCCa's experience will be leveraged appropriately to create a custom utility bill statement, designed to engage your customers and increase the velocity of your remittance process. Further, Revalocity allows for a host of other services your team could tap to improve customer communication and improve your billing process with built-in capabilities such as e-bill presentment, proactive notifications, electronic payment transactions, customer web portals and even pre-paid utility services.

We have included in our proposal our corporate qualifications and sample billing statements for your review. Please let me know if you have any questions, comments or concerns. MCCa sincerely wants to be a partner with the City of Ormond Beach and will provide your team with high quality, flexible service.

I look forward to your feedback and thank you in advance for your consideration.

Sincerely,

Sincerely,

A handwritten signature in black ink, appearing to read 'John A. Breed', written over a dark rectangular background.

John Breed
MCCa

a division of Municode

Attachment: MCCa with Holly Hill Exhibits A and B (1156 : Utility Bill Printing and Mailing)

EXECUTIVE SUMMARY

MCCa, a division of Municode will provide you and your customers the highest possible level of service. Municode was founded in 1951 and offers services to local governments nationwide. Municode has been providing print and mailing services for over 50 years, and MCCa was created 8 years ago to serve the billing needs of municipalities and utilities. MCCa employs Municode's skill, equipment and technology to offer you the most efficient and affordable services available. We work hard to maintain the high level of service and integrity when serving our Clients with flexible and industry leading solutions. MCCa currently mails about 650,000 monthly statements for over 55 clients.

Our top 3 customers by monthly statement volume are:

Talquin Electric (Quincy, FL) – 65,000

City of Miramar, FL – 55,000

City of Hendersonville, NC – 46,000

Understanding Your Needs

Our service depends on fully understanding your unique needs, and begins with our first contact. While the Sales staff works throughout the southeast region, we do so one person at a time. MCC is a family-owned, medium sized business, which means our clients receive a level of personal service unparalleled in the industry. At the same time, we also have the resources to handle complex custom issues. Our size also allows us to provide extra design and technological resources a smaller firm can't offer. Our most valuable assets are our customers and our reputation. We earn our reputation by offering helpful suggestions and solutions for your unique situation.

Applying our Experience

MCCa leaders have over 25 years of experience in providing statement processing services. We understand the importance of statement design and accuracy. MCCa will work in conjunction with your staff to identify key areas of your billing statement that can be clarified to minimize questions from your customers. Our design team will work to ensure that the statement is branded as a City of Ormond Beach communication, utilizing a custom design strategy. We recognize that every utility has different needs and because of that, none of our statements look the same. We have the ability to include OCR scan lines, barcodes or both to enable automated processing of payments for return document; we also can include a bar chart with historical usage if desired. We utilize high speed Océ printing and Pitney Bowes inserting equipment. Due to our rapid growth over the past 6 years, we have tooled our facility to handle large increases of statement volumes.

Custom Solutions

MCCa is software agnostic with regards to clients' billing systems; further we have specific experience working with your ERP solution developed by SunGard THE with clients such as Sarasota, FL, Avon Park, FL, Lake City, FL, Pompano Beach, FL, Port Arthur, TX and Lady Lake, FL. MCCa also partners with several high quality remittance partners to integrate effective remittance and lockbox solutions for our clients. We utilize a secure cloud base transfer server to transfer files from the client to our system, and provide training for all new clients. MCCa provides correspondence throughout the entire process in order to ensure that complete cycles are mailed, and to provide you with all Postal paperwork to keep for your records (A further, more detailed list of tasks and sub-tasks involved with service is in the "Scope of Work" section, addressed beginning with page 8). We provide a monthly postage reconciliation report to allow our clients to proactively manage their postage accounts. The information includes, but is not limited to, mailing cycle dates, postage costs, starting and ending balances as well as a suggested postage fund replenishment amount. (The postage account process is further detailed on page 11).

MCCa is experienced at managing return envelope suppression accurately, thereby allowing our clients to effectively manage when and if a utility client receives a return remittance envelope. Our leading edge infrastructure allows us to tag clients who are ACH or APS and communicate the tag seamlessly to our printing presses and inserters to automatically suppress the remittance envelope when necessary. The automated system requires no human intervention.

System and Software

DocForm – DocForm is a variable data processing program that generates PDFs, automated mail reports, emails and custom text reports.

Satori – software that is integrated into DocForm which provides CASS/PAVE compliant address correction and presorting capabilities. Also compares addresses against the NCOA database.

Smartfile – Smartfile is a data/file sharing service that offers top level end-to-end encryption with military grade 256-bit encryption during transfer and at rest. Users are able to connect and transfer files and folders securely using SFTP, FTPS, and FTPES. Other security features include password authentication, application firewalls, secure FTP connections, and custom file and folder access permissions. The standout feature for this service is the Auditing and Reporting. With this feature, users are able to keep track of all activity that occurs on your site in real-time with detailed and clearly laid out reports. This allows users to not only effectively manage the data, but also make informed decisions on how to improve efficiency.

Stability

MCC is a privately owned Corporation, with very little debt. We are financially sound, having been in business for 60 years. MCC's President and Board of Directors are focused on improving MCC through investments in people, technology and facilities. MCC has a Qualified Retirement Plan, and quarterly share profits earned by the company with employees. MCC also has a Health and Fitness Gym with showers and a walking trail on premises to provide additional benefits to our employees. Our culture is conducive to longevity of our employees.

Overall Comments

MCC is keenly interested in assisting the City of Ormond Beach with its billing needs and we feel our focus, company and personnel perfectly match the City's needs. We appreciate your interest and look forward to your review of the rest of our information.

QUALIFICATIONS OF MCC

For 60 years, Municipal Code Corporation has engaged in editing and publishing Codes for municipalities and counties of all sizes throughout the United States. MCC has published and supplemented more Codes that are in current use than any other codifier in the Country. This experience enables us to offer you the finest services available. Information and statistics of note include:

Business main location:	1700 Capital Circle, SW Tallahassee, FL 32310 800-262-2633 or 850-576-3171
Incorporation Date:	March 1951
Current Code Accounts Serviced:	more than 3,400
Divisions:	MCCi – Document Management and Agenda Automation MCCa - Utility Billing and Statement Processing
Project Contact Persons:	John Breed, General Manager – MCCa Todd Gaine, Director of Customer Management

Personnel/Offices

The entire corporate staff consists of approximately 160 employees, including 9 attorneys, 35 editors, a large IT staff and 46,000 square feet of floor space. We have regional offices in Apple Valley, Minnesota; Charlottesville, VA, Fort Worth and Edinburg, Texas; and Seattle, Washington.

All design, printing and processing is performed on our premises. This enables us to control each project from beginning to end with no part being subcontracted. Key personnel are available to answer questions during any phase of the project and to assure quality control.

STAFFING

MCCa Key Personnel Assigned to Project (Staffing)

John C. Breed, General Manager, M.B.A., Finance, Florida State University. B.B.A., Management, University of Georgia. Key responsibilities include leading the MCCa team, pricing and contract management, product development and enterprise level client consultation. Experience: Twenty years of launching, leading and developing organizations with extensive experience in business strategy, finance, sales and marketing, print and manufacturing operations management as well as leading merger and acquisition activities.

Grady Campbell, Account Executive, M.B.A., Florida State University. B.S, Sociology, Florida State University. Key responsibilities include business development, client management and lead product and pricing development for MCCa. Experience: 6 years of outside sales experience in nonprofit and for profit industries.

Todd Gainey, Director of Customer Management and Inside Sales, has decades of experience in accounting, finance, purchasing and customer service with over 5 years of MCCa experience.

Shann Edmonds, Floor Supervisor, 23 years of experience with mailing, quality control, inserter operations, and proof reading.

Kevin Ash, Production Lead, 25 years in the electronic print industry, 8 years of statement fulfillment.

Matt Farley, Systems Administrator, A.A., Tallahassee Community College, Currently obtaining B.A. in Information Technology at Florida State University. 2.5 years of systems/network management experience.

Phillip Claiborne, Chief Information Officer, B.S., Management Information Systems, Florida State University; MBA, University of Florida; CompTIA Certified A+, Net+, Security+, Microsoft Certified Systems Administrator. 10 years of extensive experience supporting, designing and administering corporate network environments.

REFERENCES

- ❖ *Sarasota, Florida – Michael Healy, Billing Manager* (941) 321-6120
- ❖ *Avon Park, Florida – Savitri Latchmansingh, Billing Lead* (863) 452-4433
- ❖ *Lake City, FL – Jason Dumas, Customer Service Manager* (386) 719-5782
- ❖ *Pompano Beach, FL – Kyle McPhail, Customer Service Manager* (954) 786-4637
- ❖ *Port Arthur, TX – Yvonne Banks, Senior Billing Clerk* (409) 983-8230

SCOPE OF SERVICES

MUNICIPAL CODE CORPORATION, a corporation duly organized and existing under the laws of the State of Florida, hereinafter referred to as Municode, hereby offers to perform billing services for **City of Ormond Beach**, hereinafter referred to as Client.

MCCa, a division of Municode, agrees to provide Client utility bill presentment services defined herein and at pricing contained in Schedule 1.0. The Client agrees that MCCa shall be its exclusive provider of these goods and services during the term of this agreement.

MCCa presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. In the performance of this contract, no subcontractor or person having such an interest shall be employed. To the best of our knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City of Ormond Beach, Florida. It is expressly agreed that in the performance of the services required under this contract, MCCa, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the City of Ormond Beach, Florida.

MCCa's parent company Municipal Code Corporation (Municode) is currently in a contractual relationship with the City of Ormond Beach to provide codification services.

STATEMENT DESIGN - Each of our clients have a unique statement design because they all have specific needs. All statements are custom designed based on your customer's and staff's input. No "cookie cutter" approaches. We have the experience to know the purpose of billing statements, help the engage your customers and know what it takes to accomplish your billing goals. Statements are printed on color forms which can contain highlighted color boxes. All statements are 8½X11, 24# long grain paper with a tear off return document at the bottom meeting lock-box requirements. The return document can contain OCR's, barcodes or both to enable automated processing of payments. The outside (#10) envelope is a large pistol shaped single window envelope designed to provide maximum flexibility to our customers. This allows for high quality looking statements enabling color logos, quick turnaround changes or custom messages like "UTILITY BILL ENCLOSED" messages to be shown on your statements. Our return (#9) envelope is a single window envelope with lines for a return address. All of our envelopes have security tint in order create an opaque nature to ensure security of the documents transmitted. MCCa has full capabilities to handle both "spot" or "variable" color messaging on any and all utility bills. We use the latest digital press technology by Océ and Konica to process a client's cycle quickly and effectively highlighting any important message a city would like showcased. All paper suppliers are "Tri Certified" in support of sustainability. Good for you, your customers and the environment. We utilize a green process that is more environmentally friendly than post-consumer recycled materials.

INSERTS - MCCa is the leader in insert design, production and management. Our infrastructure allows us to manage which cycles and customers receive a specific insert whether by account-type, geographical location, zip code, etc. The Client has the option of either providing the inserts or contracting with MCCa Creative Services to provide inserts. Inserts provided by the Client are required to meet MCCa's inserting equipment specifications. (MCCa specification sheet is available upon request.) At Client's request and MCCa's approval, MCCa may attempt to use inserts not meeting minimal specifications. However, additional costs may be assessed and/or mailings may be delayed. It is MCCa's policy to ALWAYS work with the Client through issues that may arise and do what's best for the Client and their customer. Any unused inserts will be destroyed or returned at Client's request (shipping charges apply).

ELECTRONIC PRESENTMENT PARAMETERS DESCRIPTION - Through our Muniview system we archive your billing data in a searchable PDF format utilizing a content management system. Muniview is housed on a secure sever and is available to your Customer Service personnel via a HTTPS website. The Muniview system employs a password protected interface, which allows you to limit access to relevant staff positions, and can be run on multiple computers simultaneously. Muniview gives staff the ability to quickly and efficiently search statements from a period of over a year. The PDF format allows your staff to email or print a full color copy of the original statement directly from the web-based database.

QUALITY AND TRUST - At MCCa, we understand the importance of quality. We know the statements we send must be of the highest quality and accuracy. We clearly understand that you place your trust with us to ensure your statements go out in a timely and are always correct. Our QC process ensures that you comfortable in knowing all your statements are accurate and have been mailed on time to your customers. MCCa is a manifest mailer which means every piece of mail receives a unique piece ID ensuring we account for and deliver every statement to the USPS. MCCa is "Optional Procedure - OP" certified with the USPS.

All customers are provided the MCCa hotline and email address to report any service issues. Issues are report directly to the General Manger for resolution. Our response time to inquiries is normally a couple of minutes via e-mail (constantly monitored) or within the hour for phone communication.

MCCa PROCESSING PROCEDURES - After submitting your data files to our secure cloud-based transfer site, you will need to send an email to MCCa notifying us that you have uploaded your files and they are ready for processing. We ask that your email details what cycle was sent and the number of records. Emails sent to MCCa are forwarded to all MCCa departments who are involved in your statement processing. Once your email is received by MCCa, you will receive an "auto response" from our email server confirming your email was received. Statements will be mailed the same day as billing data is received as long as data is received by 12:00pm. Bill processing is available on weekends and holidays and technical support is available 8:00am-5:00pm, Monday-Sunday.

****MCCa employs a dynamic processing workflow leveraging a uniquely qualified IT support staff that will program the City's processing workflow to "flag" all invoices which either have a credit or debit balance in excess of \$49,999.00. This "flag" will alert our customer support team to contact the city directly before printing and mailing the statement in question.****

Some providers force their customers to logon to their system to check status of their statements. At MCCa, we proactively notify you and your staff as your statements move through the process. Shortly after you have uploaded your files and advised MCCa they are there, you will receive an email notification from our Operations Department verifying receipt of your files and that statement processing has begun. Once statements have completed processing, you will receive another email from our Operations Department notifying you that your statements are available for download at our Box.com transfer site. Statements are compressed (zipped) to reduce file size and decrease download time. Included in the zip file will be your statements, any out sorted statements, USPS paperwork and the CASS/PAVE address error report. Simultaneously, statements are sent to our Production Department for printing and inserting. There is an **optional** step available through which we will hold your statements until you have a chance to review the bills and provide us a release. If this option is used, statements will be held in Operations until a notification of release is provided, at that time statements are released to Production for printing and inserting.

The last step in the process is delivery to the USPS. Throughout the day, MCCa makes several runs to the Postal Service delivering mail as it is completed. Once your statements clear Production, you will receive a final notification letting you know your statements are in the mail. This last notification is normally sent after your statements have left for the Post Office. Attached to this notification is your MCCa job ticket which provides statements billed of each bill type.

Step 1 – Upload your data files.

Step 2 – Send email to MCCa letting us know your files are ready for processing and the volume sent.

Step 3 – Receive auto notification that your email was received.

Step 4 – Receive email letting you know MCCa has verified/QC'd your files/volumes and processing has started.

Step 5 – Receive email notification your statements are being sent to the production floor for printing and inserting and that your statements and reports are available on the download server. (It is recommended you download your statements as soon as possible to QC) PDF images (free of charge) of all statements are provided to Client for QC prior to mailing. All statements are accounted for in these reports.

Step 6 – Receive an email notification your statements have been sent to your customers. The MCCa Job Ticket will be attached to this email.

Step 7 – All data is then backed up for a period of not less than 1 year. As data ages it is moved to our off sight bunker for secure storage.

Sampling and QC of statements is taken throughout the process to ensure quality and accuracy.

- Operations verifies data files (volumes and file integrity)
- Operations QC's statements (volumes and statement integrity)
- Customer (Client) QC statements (volumes and statement integrity)
- Production QC's statements (volumes, statement integrity, print quality, inserts, USPS standards, messages and setup)

**** Employees can earn a reward if they find a quality issue.**

MCCa will design in conjunction with the Client a two-color (black with a second color), one-sided bill form that is 8 1/2" x 11" in size. The bill design will include an appropriate scan line for remittance processing, numerous message areas (variable data text messages shall be printed in the black ink), different sized fonts to enhance readability, a bar chart or graph (if requested by Client) and a Client logo. Statement design can also incorporate QR scan codes to direct customer to web pages, such as your City's website or our own **Revalocity** online payment site.

MCCa utilizes a large single (pistol style) windowed #10 envelope to allow for maximum customer flexibility. Client logo, return address, outgoing address, bar-coding and special message show through the secure window envelopes. Special messages such as "Bill Enclosed" are printed on the statement and are displayed through the window.

MCCa will agree to purchase and maintain a sufficient supply of billing forms and envelopes to ensure an uninterrupted supply for printing requirements.

MCCa will notify the Client in writing, and receive approval from the Client on the bill design prior to implementation.

Client will provide MCCa with any additional forms or forms data to be inserted with the bills. MCCa agrees to receive a drop shipment of the inserts necessary to supply a one-month cycle of bills. Client will work with the MCCa to design the inserts to conform to the specifications required for successful insertion by the equipment used by the Service Provider.

COMPENSATION – In full and complete compensation for all goods and services provided by MCCa hereunder, Client agrees to pay MCCa according to the rates set forth in Schedule 1.0. Prices quoted in Schedule 1.0 are based upon specifications provided by the Client. If there is a change in

specifications or instructions to the original quotation, the work performed will be billed at an adjusted rate agreed to by Client. MCCa will provide to Client an invoice after each production run consisting of all fees, as outlined in Schedule 1.0, including a summary of postage used. A monthly late payment charge may be assessed on statements not paid within thirty (30) days. The price for materials may be re-evaluated at the annual anniversary date of the effective date of the contract, taking into account any fluctuations in the price of paper and supplies. Any price increase will be supported by supplier documentation and provided to the City for review. In no event may any increase be greater than the actual increases in the cost of materials.

POSTAGE – MCCa will require that the Client maintain a permanent postage deposit in connection with this agreement. Client shall deposit in advance with MCCa the initial sum specified in Schedule 2.0 as the permanent postage deposit. The amount of this deposit is based on expected volumes and postage rates and is subject to change based on changes to the volume and prices defined in Schedule 2.0, or customer payment history. All mail pieces are sent at the lowest possible postage qualifying rate taking full advantage of automated USPS discounts. Client will be notified in writing in advance if a change in the amount of the deposit is necessary. Upon termination of the Agreement, MCCa shall return the deposit amounts to Client after payment of all services and postage. If client fails to maintain the deposit at the prescribed levels, or if client fails to maintain current status of all invoices as described in the "Compensation" section, MCCa may suspend its performance under this agreement and hold customers statements/bills (at MCCa discretion) until the deposit is received. The outgoing statements/bills will leave MCCa utilizing the Municode postage permit for USPS postage payment. Statements are mailed at the lowest possible postage rates. Most statements qualify for the 5 digit automated rate. MCCa is certified by the USPS for optional procedures.

FORCE MAJEURE – Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake, hurricane or other act of God, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference. The other party shall, likewise, be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered.

CONFIDENTIALITY – MCCa agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client's behalf, which are confidential and which are clearly designated as confidential, shall be subject only to the disclosure requirement for the performance of MCCa's obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by MCCa without the written consent of Client.

LIMITATION OF LIABILITY – The parties hereto agree that this agreement is only for the production of goods and services. MCCa shall be liable only to the extent of re-mailing a correction or corrected job as soon as possible to rectify the mistake. Breach of contract damages shall be limited to the value of the work performed. In the event of a breach of the terms of this agreement, MCCa shall not be liable for loss of business, incidental or consequential damages, or costs in excess of billing for services related to the specific job. MCCa is not liable for incidental or consequential damages, including revenue, even if MCCa has been advised of the possibility of such loss or damage.

PERFORMANCE – MCCa shall handle the laser printing and mailing of the Client's bills. Expected volumes are defined in schedule 1.0. MCCa will receive data for the billing from the Client on a daily basis. MCCa will receive data in a format mutually determined by both MCCa and the Client. Data compression is allowed as mutually agreed to by MCCa and Client. MCCa shall simplex (one side)

laser print the data on pre-printed forms as described in schedule 1.0. If required, MCCa shall set up the form and program to include scan lines for intelligent inserting. The Client will then provide the matching criteria for such intelligent programming.

E-VERIFY – Municipal Code uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees. We will not be subcontracting any of this work; all work will be performed by Municipal Code employees. Municipal Code's E-Verify Number is 42302.

Emergency Backup

MCCa maintains a hardened backup site. This site has all of the capabilities of our main site, and can take over production in the event that our main site experiences problems.

Data Retention Policy

MCCa has a policy of keeping our customers data for a period of 3 (three) months at which point the data is moved to our back-up site for a period of no less than 3 (three) years. We will always have your files available in case a need to reproduce them should arise.

CLIENT RESPONSIBILITY

The Client agrees to:

- Transmit data files to MCCa's cloud-based data site in the method agreed upon according to the provided schedule.
- Ensure postage funds are available per specifications provided in "Scope of Work".
- Quality check data files in advance of sending to MCCa
- Quality check statements via PDF's during processing
- Provide camera ready artwork for graphics.
- Pay MCCa for services billed (Net 30).
- Provide MCCa insert specifications to Client's insert vendors (if other than MCCa).
- Provide an explanation of billing record layout or mapping document to MCCa.
- Meet USPS "NCOA" and "Move Update" requirements (unless done through MCCa). If done through MCCa, client agrees to update their records with matches per USPS requirements.
- Review and approve design of billing statements.
- Pay for any unused forms of as a result of a format change or contract modification.

- Client is encouraged to QC billing statement content using PDF images during each mailing to ensure statement quality.
- Client is required to sign off on parallel testing once completed to ensure statements meet Client expectations.
- Client is required to sign off on "deployment" normally after the first month's mailings. The deployment period may be extended with mutual agreement from Client and MCCa. At the conclusion of the deployment period, changes will be billed at Technical Services rates in accordance with Schedule 1.
- Client must approve billing statement layout at least 3 (three) weeks prior to deployment date. If not, an additional surcharge on the initial order of preprinted forms may apply.



ADDITIONAL SERVICES

Additional Services Available through Revalocity

- *Electronic Payments*
- *Proactive Notifications*
- *Pre-Paid Utilities*
- *Website Portals*
- *Inserts and Promotional Material*
- *eBilling*
- *Go Green*
- *Address Cleanup through USPS using USPS NCOA*
- *Muniview*

Inserts and Promotional Material

MCCa customers enjoy full service in-house graphic design and printing/creation for statement inserts, newsletters, special mailings or just about anything else you want to send to your customers. We provide competitive pricing but give our customers the option of using us or another print provider.

Go Green!

At Municipal Code we are selective in choosing our business partners. All paper suppliers are "Tri-certified" in support of sustainability. This is a Chain-of-Custody certification, which is a commitment to responsible forest management practices and environmental stewardship in all levels of production. Good for you, your customers and the environment. We utilize a green process that is more environmentally friendly than post-consumer recycled materials.



Revalocity Services including Online Credit Card Processing, Notifications, Pre-Paid Utilities and ePayment EBPP (Electronic Bill Presentment & Payment)

MCCa offers a single, industry leading platform called Revalocity to all it's clients with the ability to provide their customers with the option of paying their billing statements online using a credit card or eCheck, setting up SMS, email or IVR notifications and even allows it customers to offer pre-paid Utilities all on one simple platform. Clients may also offer their customers the option of signing up for automatic payments through MCCa. The Revalocity payment portal is branded with Clients logo and contact information such that

customers view the pages as the clients website. Transaction charges can be paid by the client, passed on to the customer or a combination of the two. Please contact MCCa for further details regarding online service options.

eBilling

MCCa provides eBilling services to their clients. The eBills provide a billing option saving the client money (postage) while delivery statements electronically same day. The eBills project a "green" image to customers and demonstrating the client's commitment to the environment. Setup for eBills is waived if done at the time of initial deployment. MCCa's eBills provide a custom eBill summary message and include an attached PDF copy of the customer's statement, and can include links to payment sites, utility links, and PDF copies of inserts. Any response to these eBills will be directly emailed to the email address you provide.

ADDITIONAL MUNICODE SERVICES

MCCa is an independent business of the Municipal Code Corporation. Through Municode we can provide additional services/products under this contract. Any of the following services may be purchased pursuant to this contract.

Document Imaging and Records Management Software (Laserfiche) - MCCi offers Laserfiche (LF) Software and related services which provides a records repository allowing storage, retrieval and imaging of all documents. Capabilities include an intuitive browse window, index cards, full-text indexing, keyword template search, fuzzy word search, and virtually unlimited folders, giving users access to any document instantly.

Document Scanning Services (MuniScan) - MCCi offers scanning, indexing and integration of hard copy documents with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and fuzzy logic.

Process Management Software (MuniTrackIt) - MCCi offers the MuniTrackIt Software (developed by Brandt Information Services, Inc.) which is a web based solution designed specifically for Government organizations. MuniTrackIt will save time and money by streamlining business processes.

Code Supplementation and Codification Services (MuniCode) - Municipal Code Corporation offers supplementation of existing Codes, Codification of Ordinances and Recodification of existing Codes. Our optional services include legal review, republishing, editorial and index work and electronic options (CD, Internet).

Creative Services - MCCa can provide design and printing services of inserts. We have a creative team of talented graphic artists to help you quickly create statement inserts, newsletters or any other important customer communications at competitive rates.

COST DATA Quotation Sheet For CITY OF ORMOND BEACH FLORIDA

Schedule 1.0 – Fees for Goods & Services

Paper Bill - Custom Municipal Statement Design - Data processing & Duplex printing - Single 8½x11 document with 3½" perforated return, white, long-grain 24 lb. bond paper stock, #10 windowed envelope, white w/security tint - 20 lb. #9 return envelope - Folding, inserting and delivery to USPS (same business day) - CASS/PAVE certification of customer mailing list - Price does not include postage - Two color highlight (includes black print)		
	Monthly Volumes	
	20,000 – 35,000	\$.09 Per bill
	10,000 – 19,999	\$.105 Per bill
	5,000 - 9,999	\$.11 Per bill
Cost if #9 return envelope is excluded	\$.08	Per Bill
Initial programming and set-up	Waived	One Time
Optional: Special market messages on the statement (if setup required)	\$ 25	Per Message
Optional: Subsequent pages to statement	\$.04	Per Page
Optional: Technical Services (Including programming & insert composition if needed)	\$125	Per Hour
Optional: Additional Inserts - (Does not include printing or design of insert)	\$.005	Per Bill
Optional: Duplex printing of variable data on backs of bill statements (black print)	\$.005	Per Bill
Optional: E-Bills - Paperless emailing of statements to customers	\$.05	Per Bill
Optional: MuniBill PDF (includes processing & creation) 3 months online	N/C	Included
Optional: Statement Optimal Design Review & Consulting	N/C	Included
Optional: Late notices, final bills and cancellation notice (1-color black)	\$.09	Each
Optional: MuniView – Secure online viewing of statements	\$.005	Per Record
Optional: MuniForwarding - NCOA forwarding of statements	\$.005	Per Bill

Schedule 2.0 – Permanent Postage Deposit

Permanent Postage Deposit – Based on Statement Volume

*** All statements are mailed at the lowest possible postage rate**

REVISED 8/20/2014
via email from
Grady Campbell,
Account Executive, MCCa

Attachment: MCCa with Holly Hill Exhibits A and B (1156 : Utility Bill Printing and Mailing)

This proposal shall be valid for a period of one hundred and twenty (120) days from the date appearing on the signature page of this proposal unless signed and authorized by MCC and the Client.

Term of Agreement The term of this full service contract shall be for a period of five (5) years, commencing on mutually agreeable date and ending sixty (60) months later.

Submitted by:

MUNICIPAL CODE CORPORATION ADVANTAGE

a division of Municipal Code Corporation

Municode President: _____

Witness: _____

Date: _____

Accepted by:

ORMOND BEACH, FLORIDA

By: _____

Title: _____

Witness: _____

Date: _____

Attachment: MCCa with Holly Hill Exhibits A and B (1156 : Utility Bill Printing and Mailing)



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

**City Commission
Resolution**

MEETING DATE: August 25, 2015
FROM: Lynn Dehlinger
SUBJECT: Sale of 621 - 627 Ridgewood Avenue through Negotiated Sale
NUMBER: (ID # 1103)
APPLICANT:
PLANNER:

DISCUSSION: The City owned property at 621 Ridgewood Avenue is approximately 1.86 acres. On July 12, 2015 an advertisement was placed in the Daytona Beach News Journal notifying the public that the City Commission will consider the sale of the property and inviting proposals from private developers or any persons interested to submit their proposals. An offer has been received to purchase the property outlining plans for a new building to be constructed on the property with a 3600 square foot retail showroom and office with a 18,600 square foot garage/warehouse. Total construction cost including site work is estimated at \$1,024,749.00. A detailed staff memorandum is attached for additional information.

FISCAL ANALYSIS:

Year		2016
1995 Base Assessed Value		\$ 320,931.00
2015 Taxable Value as shown		\$ 198,504.00
2015 Taxes		\$ -
New Construction Permit		\$ 704,000.00
2015 Land Value		\$ 235,000.00
Total Property Value		\$ 939,000.00

Projected 2016 Taxable Value	80%	\$ 751,200.00
Tax Increment (Value-Base)		\$ 430,269.00
(not included in this analysis)		
CRA Funds (95%)	95%	\$ 11,496.17
General Fund (5%)		605.06
Total Projected Taxes to CRA 2016		\$ 11,496.17
Income through CRA Sunset 2026		\$ 126,457.86

STAFF RECOMMENDATION: Authorize the City Manager to execute and sign an agreement to sell the property for \$235,000.00, with a one hundred twenty day inspection/permitting period and closing to occur 30 days thereafter.

COMMISSION GOAL: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city.

MOTION: Approve Resolution 2015-R-36, authorizing the City Manager to negotiate and execute an agreement for sale of the property.

ATTACHMENTS:

- 621 Ridgewood Recommendation 062215 (DOCX)
- Financial Analysis Ultimate Seats (XLSX)

Resolution No. (ID # 1103)**SALE OF 621 - 627 RIDGEWOOD AVENUE THROUGH NEGOTIATED SALE****RESOLUTION 2015-R-36**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SALE OF THE CITY PROPERTY LOCATED AT 621-627 RIDGEWOOD AVENUE BY NEGOTIATED SALE; AND WAIVING ANY AND ALL BIDDING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns the property located at 621-627 Ridgewood Avenue (Subject Property); and

WHEREAS, the City has located a buyer to purchase the Subject Property; and

WHEREAS, the City Commission believes it is in the best interest of the City to sell the Subject Property through negotiated sale under these circumstances.

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

SECTION 1. The City Commission hereby approves selling the real property located at 621-627 Ridgewood by negotiated sale price, and authorizes the Mayor and City Manager to negotiate and execute a purchase and sale agreement and waives any requirement to obtain bids for the sale of said property.

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 this 25th day of AUGUST, 2015.

Re: 621-627 Ridgewood Avenue



Attachment: 621 Ridgewood Recommendation 062215 (1103 : Sale of 621 - 627 Ridgewood Avenue)

The City owns the property at 621-627 Ridgewood Avenue and has received an offer to purchase the property for \$235,000 from Des Hockley of Ultimate Seats in Ormond Beach. This company is currently located at Destination Daytona, and has been an established distributor and retailer of motorcycle seats for more than ten years. Their plans are to build a 20,000 +/- square foot building with an investment of more than \$1,000,000. Plans include a 3600 square foot retail showroom with an office and 18,600 square foot warehouse. They will employ 7 full time employees with an annual payroll of between \$450,000 and \$500,000. They are prepared to close on the property and start construction as soon as the property is permitted, with a target opening date of early 2016.

Their offer to purchase the property is all cash with no financing contingencies for the construction of the building. They have provided preliminary building elevations, a site plan, and a cost of construction estimate, which is \$1,024,749.00. Of the total construction cost, \$320,749.00 is site work.

Background:

Since purchasing the property in November of 2011 for \$350,000, the City has demolished the existing trailers on the property at cost of \$9000.00, however two buildings remain, one is approximately 1791 square feet, and the rear building is approximately 800 square feet. Currently the City is maintaining the property, including the landscaping and lawn maintenance.

At the time of purchase, the property was appraised at \$425,000 and \$510,000 respectively by state certified appraisers. Prior to acquiring the property, the City spent approximately \$47,185.00 in various demolition activities and grants.

Efforts have been ongoing since the acquisition of the property to locate a buyer or tenant. Several local prospects have been in serious negotiations to purchase or lease the property. However, none of these have materialized, primarily because the cost of site work and new construction is outside the budgets of these businesses.

Site Facts:

2014 Demographics	Total Population	Median Household Income
1 mile	8,420	\$ 29,603
3 miles	61,953	\$ 27,262
5 miles	117,261	\$ 29,941

The lowest median household income in a trade area that is considered by most of the national and regional chain restaurants and retailers is \$40,000. This income threshold does not affect the big box retailers such as Sam's, Wal Mart, Target, Costco, Home Depot, and Lowe's whose trade area is much larger than a 5 mile radius. It also does not affect grocers, who typically have a three mile trade area and are more concerned with population numbers, however the site is too small for these anchor, big box businesses.

Marketing Efforts to Date

Signs have been placed on the property, and it has been advertised nationally and locally. A flyer has been created, and full demographics prepared to determine any gaps in the area in terms of retail sales. The property has been presented to these prospects: Advance Auto, CVS, WAWA, Sunoco, 7-11, Mainstreet Bank, Denny's, Shell Oil, Fifth Third Bank, 7-Eleven, Amスコ, Catherine's Plus, Cheddars, Circle K, Cumberland Farms, ABC Liquors, Applebee's, Beall's Outlet, Buffalo Wild Wings, Daily's, Express Oil, Heartland Dental, Golden Corral, Panera Bread, Outback Steakhouse, Longhorn Steakhouse, Moe's SW Grill, Schlotzsky's McAlister's, Ale

House, Carrabbas Italian Grill, Olive Garden, Red Lobster, Chipotle Mexican Grill, The Learning Experience, Pep Boys, Goodwill Industries, IHOP, Race Trac, The Pantry, Verizon Wireless, Lucky Me, Mattress One, On the Border, Party City, Pei Wei, Pet Supermarket, Popeye's, Shoe Carnival, Simply Fashion, Starbucks, and Subway.

The site was not suitable to the national and regional tenants for reasons including:

- the demographic profile, specifically the median household income.
- the trade area market, which is considered a tertiary market,
- proximity to other existing locations,
- and, it is not on the hard corner of a signalized intersection.

The most compelling factor of site selection for retail businesses continues to be the demographic profile of the area, and how closely that profile matches their business model. Until the median household incomes increase in this area, Holly Hill and Downtown Daytona will continue to struggle to attract new retail and commercial businesses to the area. That development only occurs when new jobs are created at higher wages, thereby creating a demand for services.

Conclusion:

The 600 and 700 blocks of Ridgewood Avenue, part of the Community Redevelopment Area, have been the most active recently in terms of new commercial development in the City. The retail portion of the property at 700 Ridgewood is open and new tenants are committed to moving in. And with the recent opening of The Oliv, another significant commitment has been made in our community that will spur additional interest in this particular area. The undergrounding utility project will also focus attention on the merits of commercial development in this corridor.

The proposal by Ultimate Seats to invest \$1 Million plus dollars in the City is significant and should be given careful consideration. The fact that they are well established, have the financial resources to complete the project, and have an aggressive timeframe for completion of the project are all positive factors.

For comparison, there are two recent sales in Holly Hill that demonstrate the current market.

- Mainstreet Bank recently purchased the property at 1812 Ridgewood, (corner of Ridgewood and Calla Grande). They paid \$1.04 Million for the property which included a 5,103 square foot Class A building on 2.77 acres at a signalized intersection, compared to 621 Ridgewood which is 1.86 acres, and an interior lot requiring significant site preparations.
- A Retail Investment group purchased 645 Ridgewood Avenue in May of 2015, which is immediately adjacent to the subject property. The purchase price was \$240,000 for the property which includes a 4400 square foot office building.

The staff recommendation is to authorize the City Manager to negotiate a sales contract at a sales price of \$235,000.00 with Ultimate Seats. This action by the City will accomplish the goals of returning the property to the tax rolls, eliminating blight in the area, and providing a destination business opportunity that reflects the complexion of the local business community.

Conceptual rendering of exterior facing Ridgewood Avenue of proposed purchaser.



Attachment: 621 Ridgewood Recommendation 062215 (1103 : Sale of 621 - 627 Ridgewood Avenue)

Conceptual site plan of building footprint proposed by Ultimate Seats



Financial Analysis Re Sale of 621-627 Ridgewood Avenue

Year		2016
1995 Base Assessed Value	\$	320,931.00
2015 Taxable Value as shown	\$	198,504.00
2015 Taxes	\$	-
New Construction Permit	\$	704,000.00
2015 Land Value	\$	235,000.00
Total Property Value	\$	939,000.00
Projected 2016 Taxable Value	80% \$	751,200.00
Tax Increment (Value-Base)	\$	430,269.00

General Fund (5%)	5%	\$	605.06
CRA Funds (95%)	95%	\$	11,496.17
Total Projected Taxes to City 2016		\$	11,496.17
Income throught CRA Sunset 2026		\$	126,457.86

County	6.87090
Volusia Forever	0.62700
Volusia ECHO	0.20000
Mosquito Control	0.18800
Port Authority	0.09290
Halifax Hospital	1.00000
Holly Hill	7.13040
Total CRA Benefits	16.10920

Fiscal Year	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29
Invested	359,000.00														
Purchase	235,000.00														
Loss/(Gain)	124,000.00	124,000.00	111,898.77	99,797.54	88,124.82	76,452.09	64,779.37	53,106.65	41,433.93	29,761.21	18,088.49	6,415.77	(5,256.96)	(10,613.31)	(15,969.67)
CRA TIF	-	11,496.17	11,496.17	11,067.66	11,067.66	11,067.66	11,067.66	11,067.66	11,067.66	11,067.66	11,067.66	11,067.66			
City Taxes	-	605.06	605.06	605.06	605.06	605.06	605.06	605.06	605.06	605.06	605.06	605.06	5,356.36	5,356.36	5,356.36
Loss/(Gain)	124,000.00	111,898.77	99,797.54	88,124.82	76,452.09	64,779.37	53,106.65	41,433.93	29,761.21	18,088.49	6,415.77	(5,256.96)	(10,613.31)	(15,969.67)	(21,326.03)
Fiscal Year	29/30	30/31	31/32	32/33	33/34	34/35	35/36	36/37	37/38	38/39	39/40	40/41	41/42	42/43	
Invested															
Purchase															
Loss/(Gain)	(21,326.03)	(26,682.38)	(32,038.74)	(37,395.09)	(42,751.45)	(48,107.81)	(53,464.16)	(58,820.52)	(64,176.88)	(69,533.23)	(74,889.59)	(80,245.95)	(85,602.30)	(90,958.66)	
CRA TIF															
City Taxes	5,356.36	5,356.36	5,356.36	5,356.36	5,356.36	5,356.36	5,356.36	5,356.36	5,356.36	5,356.36	5,356.36	5,356.36	5,356.36	5,356.36	
Loss/(Gain)	(26,682.38)	(32,038.74)	(37,395.09)	(42,751.45)	(48,107.81)	(53,464.16)	(58,820.52)	(64,176.88)	(69,533.23)	(74,889.59)	(80,245.95)	(85,602.30)	(90,958.66)	(96,315.02)	



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

**City Commission
Agenda Item**

MEETING DATE: August 25, 2015
FROM: Larry Hites
SUBJECT: 814 8Th Street Condemnation
NUMBER: (ID # 1125)
APPLICANT:
PLANNER:

DISCUSSION:

814 8th Street has had numerous complaints by neighbors to both the Holly Hill Building Department and Police Department. The home has been and remains in a state of despair causing several nuisances that are against both the International Property Maintenance Code and the Land Development Code. The owner has been notified to correct the code violations.

FISCAL ANALYSIS:

Upon commission approval for condemnation, staff will follow existing purchase procedures to select a vendor for demolition. Exact demolition costs are not yet known and a budget amendment may be required to complete demolition of the property.

STAFF RECOMMENDATION:

Staff recommends City Commission approval to condemn and demolish 814 8th Street.

COMMISSION GOAL:

Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes

and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

As decided by the City Commission.

- Land Development Code Chapter 3-Enforcement (PDF)
- Ordinance No. 2428-Penalty For Violation (PDF)
- 814 8th Street -condemnation letter (DOC)
- 814 8th Street -condemnation letter (lien holder Surety Bank) (DOC)
- 814 8th Street Photos (PDF)

HISTORY:

08/11/15

Next: 08/25/15

City Commission

TABLED

Chapter 3 - ENFORCEMENT**Sec. 3-1. - General provision.**

- (a) Except when specifically provided otherwise in this Code, violations of this Code shall be enforced as provided pursuant to this chapter.
- (b) The city shall have the authority to remove from private property vehicles and other equipment parked or stored in violation of the city regulations, including but not limited to chapter 114, divisions 6 and 7, and shall have the authority, in addition to any procedure established under state law, to abate nuisances described in section 26-61 pursuant to the following procedure:
 - (1) Whenever a code enforcement officer, building official, police chief or any member of their respective departments (hereinafter referred to collectively as city official) determines that there is a violation of a regulation of the city, such city official shall issue a notice of violation setting forth the provision(s) of the Code that is/are violated, the corrective action that is required, the time allowed for corrective action which shall be reasonable and that the party has the right to a hearing regarding the violation as long as a request is submitted in writing to the city within the time allowed for corrective action. The notice shall also provide that failure to correct the violation(s) could result in the city taking the necessary action to correct the violation(s) and charging the property owner for such action plus the levying of fines.
 - (2) If after the reasonable time for corrective action has elapsed and the violation is still in existence and the property owner has not requested a hearing, the city official is hereby authorized to take the necessary actions, within the legal constraints of the law, to correct the violation.
 - (3) After the corrective action has been performed by the city or its authorized agent(s), the city official shall immediately notify the property owner of the action that was taken and if property was removed from the premises, that the property owner has the right to reclaim the property by paying all fees and costs incurred by the city and the wrecker company in the removal and impoundment of the property and all fines that have been assessed. The notice shall include the name and address of the wrecker company where the property is being stored. If the city has corrected the Code violation(s), such as mowing the property, the property shall be liened for the services rendered, plus all costs incurred in liening the property.
 - (4) Once property is towed at the direction of the city, the property shall become the responsibility of the wrecker company. If the property is not reclaimed by the property owner, such property shall be disposed of by the wrecker company as provided by law and the city shall not be responsible for such property nor the ultimate disposition of such property.
 - (5) If a hearing is requested under this section, the hearing shall be held before the city commission, and the matter shall be placed on the commission's agenda at the next regularly held commission meeting following receipt of the written request for the hearing. The property owner shall be provided written notice of the date, time and place of the hearing. If the city commission determines that a violation exists, the commission has the discretion to allow the property owner additional time for corrective action and shall authorize necessary corrective action.
 - (6)

The term "property owner" as used in this section for purpose of issuance of a notice of violation as provided in subsection (1) shall mean the owner for owner-occupied structures and vacant land and tenant for rental properties. The intent is to provide the notice to the individual in possession and control of the subject premises. If property is removed from the subject premises, i.e., the towing of a vehicle, the notice required in subsection (3), above, shall be given to the same party receiving the notice of violation in subsection (1), above, and to the owner of the property removed.

(Ord. No. 2452, § 1, 2-25-97)

Sec. 3-2. - Abatement of nuisance by demolition.

The city shall have the right to abate a nuisance by demolishing the structure or other property constituting such nuisance pursuant to the following procedure:

- (1) The city official shall provide a written notice to the property owner and tenant setting forth the following:
 - a. The violation(s) that exist on the premises and a cite to the Code section(s) that are in violation;
 - b. The corrective action to be taken;
 - c. A reasonable time for the corrective action to be performed; and
 - d. That if the corrective action is not taken within the time allowed, the city commission will hold a public hearing to determine whether a public nuisance exists and if so, the appropriate remedy to abate the nuisance, including the demolition of the structure or property.
- (2) The city shall also perform a title search on the subject property to determine all lien holder(s) and shall provide the notice in subsection (1), above, to such lien holder(s).
- (3) If the corrective action is not performed within the time allowed, and any extensions thereto, the city official is authorized to request a public hearing before the city commission for a determination as to whether or not a public nuisance exists on the subject property and if so, the remedy that the city official deems appropriate, including the demolition of the structure. The property owner(s), tenant(s) and all lien holders shall receive a copy of the notice of public hearing. At such public hearing, the city commission shall hear testimony and receive other forms of evidence from all interested parties and shall make its determination based on the evidence presented.

(Ord. No. 2452, § 1, 2-25-97)

Sec. 3-3. - Notice requirements.

All notices required by this chapter shall be provided to the required party in one of the following methods:

- (1) By certified mail, return receipt requested, to the last known address of the alleged violator pursuant to the tax rolls;
- (2) By hand delivery by the code inspector, by a city police officer or other person designated by the city;
- (3)

By publishing the notice once a week for four consecutive weeks in a paper of general circulation in the county, with the proof of publication made in compliance with F.S. §§ 50.041 and 50.051, as amended;

- (4) By posting for at least ten days in two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at City Hall, along with a proof of posting by affidavit which shall include a copy of the notice posted and the date and place of posting;
- (5) Evidence that an attempt has been made to hand deliver or mail the notice as provided in subsections (1) and (2), above, together with proof of publication or posting as provided in subsections (3) and (4), above, shall be sufficient to establish that the notice requirements have been met, without regard to whether or not the party actually received such notice.

(Ord. No. 2452, § 1, 2-25-97)

ORDINANCE NO. 2428

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF HOLLY, HILL, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Code entitled "Code of Ordinances, City of Holly Hill, Florida" published by Municipal Code Corporation consisting of chapters 1 through 114, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before February 27, 1996, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every violation of a municipal code is hereby declared to be a misdemeanor and every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not to exceed \$500.00

or a term of imprisonment not to exceed 60 days, or both a fine and term of imprisonment. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance.

In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, code enforcement, administrative adjudication, injunctive relief and revocation of licenses on permits.

Section 5. Additions on amendments to the Code when passed in the form as to indicate the intention of the City Council to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after February 27, 1996, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, on application hereof, is for any reason held invalid or unconstitutional by any Court, such portion on application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions on application hereof.

July 1, 2015

Michael Hathaway
415 Golf Blvd
Daytona Beach, FL 32118

VIA: CERTIFIED MAIL

Re: 814 8th Street, Holly Hill, Parcel# 44-14-32-01-07-0101

Dear Michael Hathaway:

The structure located at 814 8th Street (44-14-32-01-07-0101) is in such a rundown hazardous condition that the City of Holly Hill is concerned for the safety of your neighbors.

The structure and premise has fallen into a state of disrepair. Inspections by City Code Officials indicate violations pertaining to building, electrical, plumbing, mechanical systems as well as sanitary nuisances such as overgrown grass and weeds. This property is an eyesore and an attractive nuisance and fire hazard. All of these conditions are in violation of the International Property Maintenance Code, Chapters 1 through 7 and the Holly Hill Code of Ordinances, Article III, Sanitary Nuisances, Section 26-61 (1)(3)(4)(6)(9)(14).

Therefore, this is to inform you that you must take corrective action to bring this property into compliance by eliminating said sanitary nuisances and obtaining a permit to demolish or repair, restore and rehabilitate the structure to comply with the minimum standards set forth in the property maintenance code referenced above. The Chief Building Official, prior to the issuance of a permit will provide a detailed list.

Attachment: 814 8th Street -condemnation letter (1125 : 814 8Th Street Condemnation)

This notice gives you thirty (30) days from receipt to comply with the order.
FAILURE to do so within the time period given will result in a Public Hearing being scheduled before the Holly Hill City Commission to determine if a public nuisance exists, if so, the Commission will order a remedy which may include the demolition of said structure. You will be notified of the date, time and location of the Public Hearing.

Your prompt attention in the matter is requested.

Sincerely,

Larry J. Hites, Jr.
Chief Building Official

Attachment: 814 8th Street -condemnation letter (1125 : 814 8Th Street Condemnation)

July 9, 2015

Surety Bank
Branch 2 Mason/Nova Office
1011 Mason Avenue
Daytona Beach, FL 32117

VIA: CERTIFIED MAIL

Re: 814 8th Street, Holly Hill, Parcel# 44-14-32-01-07-0101

Surety Bank:

The City of Holly Hill has determined through a title search Surety Bank has a lien against 814 8th Street. This letter is to inform you the structure located at 814 8th Street (44-14-32-01-07-0101) is in such a rundown hazardous condition that the City of Holly Hill is concerned for the safety of the neighbors.

The structure and premise has fallen into a state of disrepair. Inspections by City Code Officials indicate violations pertaining to building, electrical, plumbing, mechanical systems as well as sanitary nuisances such as overgrown grass and weeds. This property is an eyesore and an attractive nuisance and fire hazard. All of these conditions are in violation of the International Property Maintenance Code, Chapters 1 through 7 and the Holly Hill Code of Ordinances, Article III, Sanitary Nuisances, Section 26-61 (1)(3)(4)(6)(9)(14).

Therefore, this is to inform you that the property owner(s) were notified via certified mail on July 1, 2015 that corrective action was required to bring this property into compliance by eliminating said sanitary nuisances and obtaining a permit to demolish or repair, restore and rehabilitate the structure to comply with the minimum standards set forth in the property maintenance code referenced above.

FAILURE on the part of the property owner(s) to comply with the previous order within the required time period has resulted in a tentative Public Hearing scheduled before the Holly Hill City Commission on August 11, 2015 at 7:00pm to determine if a public nuisance exists, if so, the Commission will order a remedy which may include the demolition of said structure.

Your prompt attention in the matter is requested.

Sincerely,

Larry J. Hites, Jr.
Chief Building Official













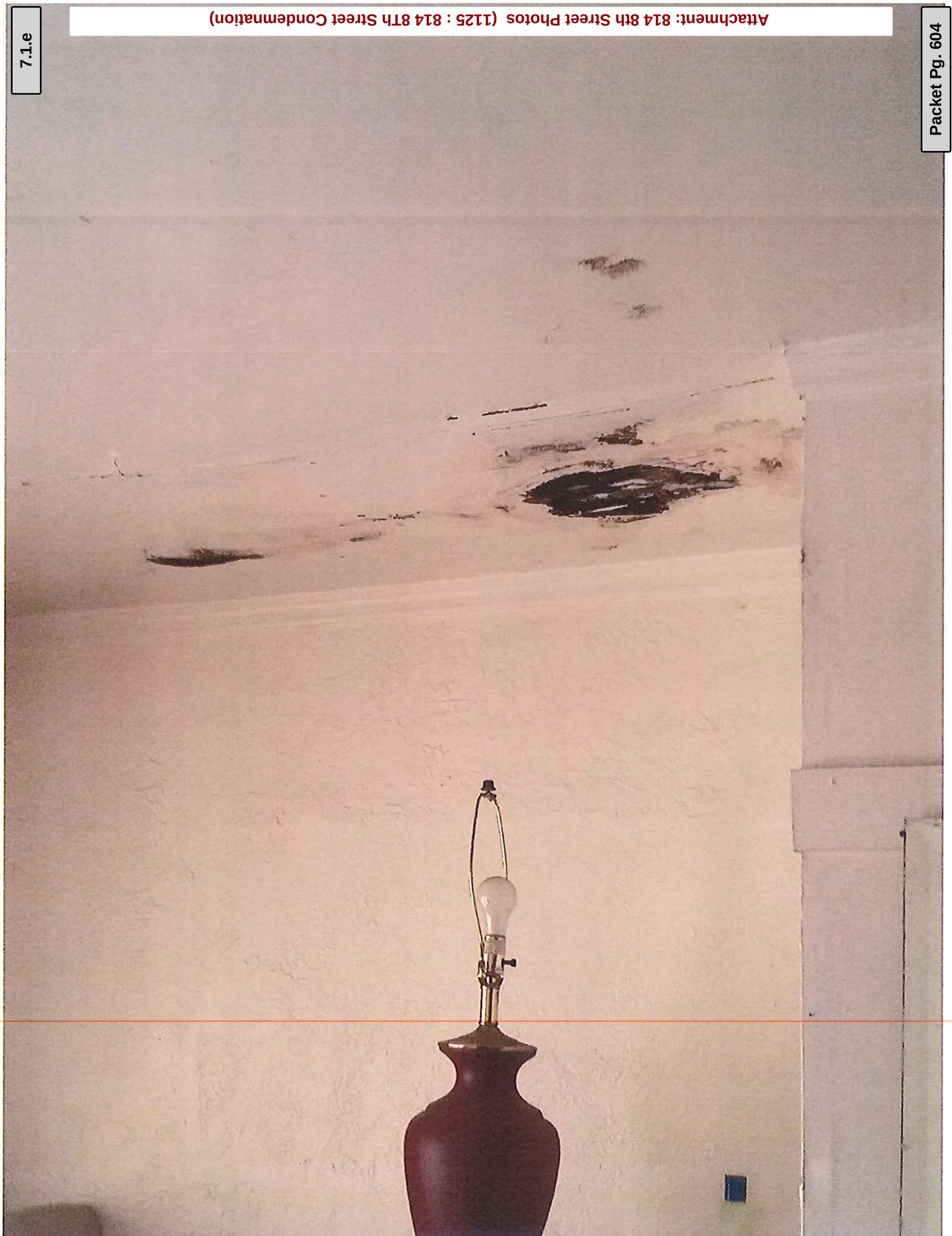


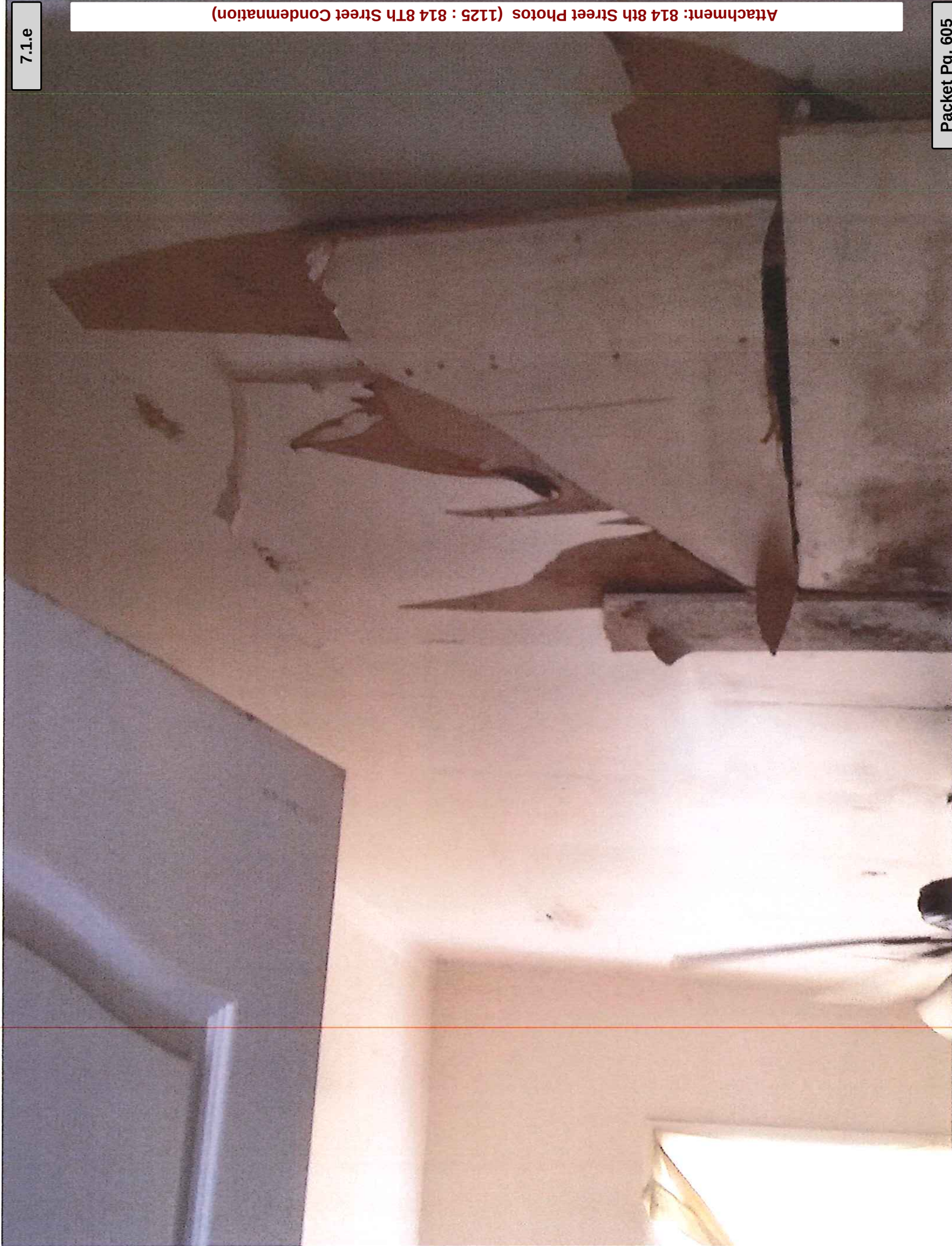




















**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: August 25, 2015
FROM: Diane Cole
SUBJECT: Payroll & Holiday Calendar FY 2015 - 2016
NUMBER: (ID # 1154)
APPLICANT:
PLANNER:

DISCUSSION:

Each year the city commission authorizes the annual Holiday calendar which includes the staff recommended floating Holiday as well as acknowledges the annual payroll dates.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve payroll and Holiday calendar as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

To approve as submitted.

- Copy of Payroll Calendar 2015-2016 - City Manager's Comments(XLSX)

		2015-2016 FISCAL YEAR CALENDAR					
PAY		PAY PERIOD		PAY PERIOD		PAYDAY	
PERIOD #		BEGIN		END			
20		11-Sep-15		24-Sep-15		01-Oct-15	
21		25-Sep-15		08-Oct-15		15-Oct-15	
22		09-Oct-15		22-Oct-15	*	29-Oct-15	
23		23-Oct-15		05-Nov-15		12-Nov-15	
24		06-Nov-15		19-Nov-15		26-Nov-15	
25		20-Nov-15		03-Dec-15		10-Dec-15	
26		04-Dec-15		17-Dec-15		24-Dec-15	
1		18-Dec-15		31-Dec-15		07-Jan-16	
2		01-Jan-16		14-Jan-16		21-Jan-16	
3		15-Jan-16		28-Jan-16		04-Feb-16	
4		29-Jan-16		11-Feb-16		18-Feb-16	
5		12-Feb-16		25-Feb-16		03-Mar-16	
6		26-Feb-16		10-Mar-16		17-Mar-16	
7		11-Mar-16		24-Mar-16	*	31-Mar-16	
8		25-Mar-16		07-Apr-16		14-Apr-16	
9		08-Apr-16		21-Apr-16		28-Apr-16	
10		22-Apr-16		05-May-16		12-May-16	
11		06-May-16		19-May-16		26-May-16	
12		20-May-16		02-Jun-16		09-Jun-16	
13		03-Jun-16		16-Jun-16		23-Jun-16	
14		17-Jun-16		30-Jun-16		07-Jul-16	
15		01-Jul-16		14-Jul-16		21-Jul-16	
16		15-Jul-16		28-Jul-16		04-Aug-16	
17		29-Jul-16		11-Aug-16		18-Aug-16	
18		12-Aug-16		25-Aug-16		01-Sep-16	
19		26-Aug-16		08-Sep-16		15-Sep-16	
HOLIDAYS							
1		Thursday	26-Nov-15		Thanksgiving		
2		Friday	27-Nov-15		Friday after Thanksgiving		
3		Thursday	24-Dec-15		Floating Day Holiday		
4		Friday	25-Dec-15		Christmas Day holiday		
5		Friday	1-Jan-16		New Year's Day holiday		
6		Monday	18-Jan-16		Martin Luther King Day		
7		Friday	25-Mar-16		Good Friday		
8		Monday	30-May-16		Memorial Day		
9		Monday	4-Jul-16		Independence Day		
10		Monday	5-Sep-16		Labor Day		
	*	No insurance deduction and no leave accruals					
Prepared: 7/15/15							



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

**City Commission
Agenda Item**

MEETING DATE: August 25, 2015
FROM: Kurt Swartzlander
SUBJECT: Audit Committee - Audit Services RFP Review
NUMBER: (ID # 1158)
APPLICANT:
PLANNER:

DISCUSSION: Audit Committee to review and recommend changes or approve draft request for proposals (RFP).

FISCAL ANALYSIS: None at this time

STAFF RECOMMENDATION: Dependent upon audit committee action

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: Direct staff to publish Audit Services RFP.

- Draft RFP2015-FIN001 Annual Independent Audit Services (DOCX)

City of Holly Hill

1065 Ridgewood Ave
Holly Hill, Florida 32174 Telephone (386) 248-9427
Fax (386) 248-9497



REQUEST FOR PROPOSALS

RFP TITLE: **ANNUAL INDEPENDENT AUDIT SERVICES**
RFP NUMBER: **2015-FIN-001**
RFP DUE DATE & TIME: _____, 2015 at 2:00 P.M.
RFP OPENING LOCATION: **Holly Hill City Hall Room 227, 1065 Ridgewood Ave,
Holly Hill, FL 32117**
PRE-PROPOSAL MEETING DATE & TIME: **None**

PROPOSER ACKNOWLEDGEMENT FORM***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID***

RFP TITLE: **ANNUAL INDEPENDENT AUDIT SERVICES**

RFP NUMBER: **2015-FIN-001**

RFP DUE DATE & TIME: _____, **2015 at 2:00 P.M.**

RFP OPENING LOCATION: **Holly Hill City Hall Room 227, 1065 Ridgewood Ave,
Holly Hill, FL 32117**

PRE-PROPOSAL MEETING DATE & TIME: **None**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____ FAX NUMBER: _____

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Holly Hill, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Holly Hill all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Holly Hill. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
 AUTHORIZED SIGNATURE (MANUAL)

 NAME (TYPED)

 TITLE

 DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Holly Hill cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Holly Hill in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of Vendorlink (www.vendorlink.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than Vendorlink, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the City Clerk's Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the City Clerk's Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Holly Hill reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Finance Director. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Holly Hill.

MINORITY POLICIES: The City of Holly Hill, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Holly Hill reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Holly Hill is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Holly Hill, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Holly Hill and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Holly Hill. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Proposer(s) awarded contracts from this proposal may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded proposer(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW: Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 199, shall subject the Agreement to termination for cause by the City.

THE CITY OF HOLLY HILL RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Holly Hill reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the Contract by the City Commission.
- C. In accordance with federal, state, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. 1) The contract can be terminated with 90 days written notice for any reason whatsoever in the city's sole discretion; however 2) the contract could be terminated at any time due to the vendor's default under terms of the agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Holly Hill and the firm selected.
- G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

**CITY OF HOLLY HILL, FLORIDA REQUEST
FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2015-FIN-001**

I. INTRODUCTION

The City of Holly Hill is requesting proposals from certified public accounting firms duly licensed under F.S. Chapter 473 and qualified in accordance with Florida State Statute 218.391 as described in Section 3 (a) to conduct annual financial audits of its accounts and records in accordance with the government auditing standards as adopted by the Florida Board of Accountancy.

These audits are to be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) *Government Auditing Standards*, the provisions of the Federal Single Audit Act of 1984 (with amendments in 1996), the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, the provisions of the Florida Single Audit Act and the State of Florida, *Rules of the Auditor General Chapter 10.550 and any other applicable laws or standards*.

TERM OF AGREEMENT

The City is seeking a five-year contract for fiscal years ending September 30, 2015, 2016, 2017, 2018 and 2019. The initial letter of engagement shall specify the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

SUBMITTAL INSTRUCTIONS.

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary and required documents, as referenced with this RFP, including any addenda. If you are missing any items, please contact the City's Finance Director at 386-248-9427, or by email at: kswartzlander@hollyhillfl.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdrawal this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Holly Hill.

Proposal Delivery: Submit one (1) signed original of the complete proposal packet along with one (1) electronic fully complete copy in pdf format on either a CD or thumb drive, by the closing date and time. Both versions must be included in the sealed envelope or package. Submit proposals to: Valerie Manning, City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida, 32117. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the proposal is delivered on or before the specified due date and time. **Late proposals will not be accepted.**

Deadline for Submission: To be considered, proposals must be received no later than **INSERT DATE AND TIME**

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Kurt Swartzlander, Finance Director
 City of Holly Hill
 1065 Ridgewood Ave
 Holly Hill, FL 32117
 Telephone: (386) 248-9427
 FAX: (386) 248-9497
kswartzlander@hollyhillfl.org

Contact: All prospective Bidders are hereby instructed not to contact any member of the City of Holly Hill Commission, City of Holly Hill Audit Committee, City Manager, or City of Holly Hill staff members other than the noted contact person regarding this bid/proposal or their bid at any time prior to the posting on the website of the final evaluation and recommended ranking by the City staff for this engagement. Any such contact shall be cause for rejection of your bid/proposal.

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Rejection Rights: The City of Holly Hill reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP, including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals.

Cost of Proposal Preparation: No reimbursement will be made by the City of Holly Hill for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than ninety (90) days from the date of receipt.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Holly Hill is requesting proposals from certified public accounting firms duly licensed under F.S. Chapter 473 and qualified in accordance with Florida State Statute 218.391 as described in Section 3 (a) to conduct annual financial audits of its accounts and records in accordance with the government auditing standards as adopted by the Florida Board of Accountancy for the fiscal years ending September 30, 2015, 2016, 2017, 2018 and 2019. These audits are to be performed in accordance with the provisions contained in this request for proposals. The initial engagement letter is to specify the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

B. Scope of Work to be Performed

The City of Holly Hill desires the auditor to express an opinion on the fair presentation of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the City's basic financial statements.

The City desires the auditor to perform certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The City desires the auditor to express an "in relation to" opinion on supplementary information other than required supplementary information that accompanies the City's financial statements.

The City desires the auditor to perform an audit of federal funds expended that meets the audit and reporting requirements of U.S. Office of Management and Budget (OMB) Circular A-133. The City desires the auditor to perform an audit of state funds expended that meets the audit and reporting requirements of Section 215.97, Florida Statutes.

The auditor shall provide technical advice as requested for accounting and tax issues that may arise during the contract period.

C. Auditing Standards to be Followed

To meet the requirements of this request for proposal, the financial audit shall be conducted in accordance with:

1. Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants;
2. Government Auditing Standards issued by the Comptroller General of the United States as adopted by the State of Florida Board of Accountancy;
3. Provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*;
4. Provisions of the Federal Single Audit Act of 1984 (as amended);
5. Provisions of the Florida Single Audit Act, Section 215.97, Florida Statutes;
6. Rules of the Auditor General Chapter 10.550, State of Florida;
7. Provisions of Section 218.415, Florida Statutes, *Local Government Investment Policies*;
8. Any other applicable federal, state and local laws, regulations and standards.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements of the City, the auditor shall issue:

1. Independent Auditors' Report.
2. Schedule of Findings and Questioned Costs – Federal Award Programs and State Financial Assistance Projects
3. Independent Auditors' Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance in Accordance with OMB Circular A-133 and Chapter 10.550, Rules of the Auditor General.
4. Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.

5. Independent Auditor's Management Letter Required by Chapter 10.550, Rules of the State of Florida Office of the Auditor General.
6. Independent Accountants' Examination Report
7. Any other reports and schedules required by Federal, State or other audit requirements.
8. Irregularities and Illegal Acts: The auditors shall be required to make an immediate, written report to the City Manager and the City Commission, if appropriate, of all irregularities and illegal acts or indications of illegal acts of which they become aware.
9. Reporting to the City Manager and Finance Director: The auditors shall disclose the following:
 - a. The auditor's responsibility under generally accepted auditing standards, and assurances that the independent auditor is currently licensed, and that the members of the audit team have the minimum required Continuing Professional Education credits required for performing audits under Government Auditing Standards.
 - b. Significant new or changes in accounting policies and implementation.
 - c. Significant management judgments and accounting estimates.
 - d. Significant audit adjustments.
 - e. Other information in documents containing audited financial statements.
 - f. Disagreements with management.
 - g. Consultation with other accountants.
 - h. Major issues discussed with management prior to retention.
 - i. Difficulties encountered in performing the audit.

E. Special Considerations

The City will issue a bound Comprehensive Annual Financial Report (CAFR) that will include all audit related reports.

The City of Holly Hill will submit its CAFR to the Government Finance Officers Association (GFOA) of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. The City has received this prestigious award consecutively for the last thirty seven (37) years.

The Schedule of Expenditures of Federal Awards and State Financial Assistance and related auditor's report, as well as reports on compliance and internal controls, are to be issued as part of the Comprehensive Annual Financial Report.

The City will require the auditor's overall evaluation of the efficiency and adequacy of accounting procedures and assistance with the implementation of any new GASB statements.

The firm agrees to grant permission to use the Auditor's Opinion in the Official Statement of any future bond issues. In addition, the auditor shall be required, if requested by the City, fiscal advisor and/or underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters". The firm will identify any fees associated with providing these documents.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for the longer of five (5) years after an audit is issued or until all outstanding issues have been resolved, unless the firm is notified in writing by the City of Holly Hill of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the City of Holly Hill, auditors of entities of which the City of Holly Hill is a sub recipient of grant funds and other federal or state agencies as necessary. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting, reporting or auditing significance.

III. DESCRIPTION OF THE CITY

A. Background

The City of Holly Hill is a municipal corporation created by the laws of Florida, Chapter 67-1274 located in Volusia County. The City operates under a Commission-City Manager form of government. The City Commission is comprised of a mayor and four Commission members. The City Manager is appointed by the City Commission and serves as the Chief Executive Officer.

The City of Holly Hill has an estimated population of 11,700 living within an area of approximately 4.5 square miles. The FY 2014-15 budget includes total appropriations of approximately \$34.5 million, including total personnel costs of approximately \$7.4 million covering 110 employees.

The City of Holly Hill provides a comprehensive array of services including police, fire, leisure services, public works, planning and economic development. The City operates a water and sewer system, a stormwater utility, and a solid waste utility.

More detailed information on the government and its finances can be found on the City's website at www.hollyhillfl.org. The City's Comprehensive Annual Financial Reports (CAFR) can be found in the document center on the City's website.

B. Contact Person

The auditor's principal contact with the City of Holly Hill will be Kurt Swartzlander, Finance Director, or a designee, who will coordinate the assistance to be provided by the City to the auditor.

C. Fund Structure

The City of Holly Hill uses the following fund types and account groups in its financial reporting:

<u>Fund Type/Account Group</u>	<u>Number of Individual Funds</u>	<u>Number With Legally Adopted Budgets</u>
General Fund*	1	1
Special Revenue Funds	12	10
Debt Service funds	10	10
Capital Projects Funds	5	5
Enterprise Funds*	3	3
Pension Trust Funds	2	N/A

*Contain sub-funds that are reported as a single fund in CAFR

The number of Individual and sub-funds may be increased or decreased depending upon the City's requirements.

D. Basis of Accounting

The City prepares its financial statements in conformity with accounting principles generally accepted in the United States. All Governmental funds are accounted for using the modified accrual basis of accounting. All Proprietary and Pension Trust Funds are accounted for using the accrual basis of accounting.

E. Pension Plans

The City of Holly Hill participates in two single-employer defined- benefit pension plans: the Police Officers' Retirement Trust Fund and the Firefighters' Retirement Trust Fund. The activities of the pension plans are included as components in the City's CAFR. These plans also provide for disability and survivor benefits, and are independently governed by separate boards of trustees for each plan. Foster and Foster provides actuarial services for the City. These plans are audited individually under separate engagements through the respective pension boards.

F. Description of Finance Department

The Finance Department consists of 12 employees, and is managed by the Finance Director, Kurt Swartzlander, and Assistant Finance Director, Catherine Colwell. This department provides the daily accounting functions, accounts payable, payroll, purchasing oversight, investment transactions, debt issuance, preparation of all financial reports, and provides billing and customer service support to the utility system comprised of approximately 6,000 water utility connections.

G. Computer System

The City's computer system consists of an IBM iSeries that operates with a Microsoft Windows network. Integrated enterprise solutions application software is provided by SunGuard HTE, Incorporated, located in Lake Mary, FL. Applications include financial systems, utility billing systems and community services systems.

IV. TIME REQUIREMENTS

A. Date Audit May Commence

The City of Holly Hill will have all Finance management personnel available to meet with the firm's personnel immediately upon execution of the auditor's contract.

B. Schedule for the FY 2015 Audit

Each of the following shall be completed by the auditor no later than the dates indicated unless special arrangements have been made.

1. Interim Work

The auditor shall complete all interim work by [REDACTED].

2. Detailed Audit Plan

The auditor shall work with the Finance staff to develop a detailed audit plan by [REDACTED], which shall include a final list of all schedules to be prepared by City staff.

3. Field Work

Extended field work may commence on January 11, 2016, and shall be completed by February 12, 2016.

4. Draft Reports

The auditor shall have final drafts of the audit reports and recommendations to management available for review by February 26, 2016.

C. Conference and Progress Reports

At a minimum, the following conferences are expected to be held with the auditor's field supervisor by the dates indicated:

Entrance conference with the Finance Director and Assistant Finance Director: [REDACTED].

Formal progress conferences with the Finance Director and Assistant Finance Director (one hour maximum) should be at the end of interim, at the end of each week during fieldwork, and upon the presentation of the draft report.

Exit conference with the City Manager, Finance Director, and Assistant Finance Director no later than [REDACTED], 2016.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Accounting Division and Clerical Assistance

The auditor shall provide the City of Holly Hill with a list of schedules to be prepared by the City for purposes of audit and reconciliation of balances. The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City, as directed by the auditor.

B. Accommodations

The City of Holly Hill will provide the auditor with reasonable workspace, tables, chairs, computer access, telephone access, photocopying facilities, FAX machines and other items necessary to complete the audit.

C. Report Preparation

The City of Holly Hill will be responsible for the preparation of a draft of the Comprehensive Annual Financial Report; the independent auditor will be responsible for editing and printing of forty (40) copies of the Comprehensive Annual Financial Report. The auditor will also be responsible for providing the annual CAFR in a PDF format. The City will provide the front and back covers for the CAFR as well as any tabs for each section. The City reserves the right to revise the number of printed copies required.

VI. PROPOSAL REQUIREMENTS

A. Submission of Proposals

To ensure consistency, proposals must conform to the following format and must be received no later than 2:00 p.m. on [REDACTED], 2015, for a proposing firm to be considered:

1. Title Page: Show the RFP subject, the name of the firm, the name, address, telephone number and email address of a contact person, and the date of the proposal.
2. Table of Contents: Include a clear identification of the material included in the proposal by page number.
3. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.
4. Detailed Proposal: This detailed proposal should follow the order set forth in Section VI. (B). of this Request for Proposals.

B. Technical Proposal

General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Holly Hill in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the Request for Proposals requirement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated:

1. Independence

The firm should provide an affirmative statement that it is independent of the City of Holly Hill as defined by generally accepted auditing standards. The firm should also list and describe any relationships involving the City of Holly Hill for the past five (5) years.

2. License to Practice in the State of Florida

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered to practice in the State of Florida.

3. Conflict of Interest

The firm shall list, and describe any relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, may have with the City of Holly Hill, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Failure to disclose any such contractual or personal relationships will be cause for disqualification of the proposal.

Additionally, the firm shall give the City written notice of any other relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the agreement.

4. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted.

The firm is required to submit a copy of the report on its most recent external quality control review, the letter of comments, and a statement as to whether that quality control review included a review of specific governmental engagements.

The firm shall provide information on the results of any federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with State regulatory bodies or professional organizations.

The firm shall provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years, where a court or administrative agency has ruled for or against the firm in any matter related to the firm's professional

activities.

5. Partner, Supervisory and Staff Qualifications & Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, single audit staff, and other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in the State of Florida. The firm should also provide information on the governmental auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education of the specific staff to be assigned to this engagement. The firm should also indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Holly Hill, however, the City retains the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Similar Engagement with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements performed in the last three (3) years that are similar to the engagement described in this Request for Proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, dates of service, engagement partners, total hours, and the name and telephone number of the principal client contact. Identify all clients listed that have attained GFOA's Certificate of Achievement for Excellence in Financial Reporting.

7. Specific Audit Approach

Each proposal must include a detailed work plan that addresses approach and method of how work will be performed. The objective of the work plan is to demonstrate the proposer's experience, the expertise of its personnel who will render the requested services, and the proposer's ability to logically plan and complete the

services. Proposers shall provide the following information on their audit approach:

- a. Proposed segmentation of the engagement and explanation of audit approach including evaluation of risk.
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement. If the proposed engagement is a joint venture, provide all information by firm and specific staff that will be onsite for fieldwork.
- c. Sample size approach and the extent to which statistical sampling is to be used in the engagement.
- d. Extent and type of EDP software to be utilized in the engagement.
- e. Sample audit request list of items required from the City.
- f. Type and extent of analytical procedures to be used in the engagement.
- g. Approach to be taken to gain and document an understanding of the City of Holly Hill's internal control structure.
- h. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- i. Approach to be taken in drawing audit samples for purposes of tests of compliance.
- j. Level of interim work, in detail, to be performed to mitigate year-end fieldwork.

8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to communicating and addressing these problems and any special assistance that will be requested from the City of Holly Hill.

9. Noncompliance with Proposal Specifications

The proposal should identify each specific incident of noncompliance with the Request for Proposals' specifications.

C. Fee Proposal

1. Total All-Inclusive Maximum Annual Fee

The proposal shall contain all pricing information relative to performing the independent audit engagement as described in this Request for Proposals. The proposal should include a schedule of professional fees and expenses broken down by the services to be provided for the fiscal year ended September 30, 2015 with an indication of the number of staff hours, by classification, and rate for each of the services. A similar schedule should be presented for each subsequent year of the contract. Each schedule should include a total all-inclusive maximum annual fee for each year's engagement, based on a five-year contract.

The proposal should also include a schedule of the single audit fee should there be a major federal program or a Florida single audit required. This additional cost should not be included in the total all-inclusive maximum annual fee.

All estimated out-of-pocket expenses should be included in the total all-inclusive maximum annual fee submitted by the firm. The City will not reimburse for out-of-pocket expenses not included in the total contract price. A statement should be included indicating the firm has included all such costs for travel, lodging and subsistence in the total maximum price.

The City will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal. Maximum annual fee shall also include all required audit services resulting from all known GASB pronouncements as of the date of the proposal.

2. Rates by Partner, Specialist, Supervisory and Staff Level Time Hours Anticipated for Each

The proposal shall include a detailed schedule of professional fees that shall include all direct and indirect costs, and expenses and that support the total all-inclusive maximum annual fee. The cost of special services should be disclosed as separate components of the total all-inclusive maximum annual fee.

3. Rates for Additional Professional Services

If it should become necessary for the City to request the auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work

as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only upon the approval and proper notification in writing to the Finance Director.

The City may from time to time request other professional services not related to the audit, such as special reports, official statements, bond covenant compliance, bond issues, rate studies, etc. In the event the City requests such other professional services, the contractor shall provide a written description of the services that can be provided and related products and a written estimate of the cost of those services. Work for the additional services shall commence only upon the approval and proper notification in writing to the Finance Director.

In addition, if the proposal is a joint venture, the City reserves the right to designate which contractor is best suited to perform the specific tasks.

Provide a schedule of the staff level and range of rates for each for other professional services.

4. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's fee proposal. Interim billing shall cover a period of not less than a calendar month. Payment of the final billing will be made after delivery of the final report and presentation to the City Commission.

In no event will the City pay more than the all-inclusive annual fee unless otherwise negotiated. Any billing related to other professional services will be billed separately from the audit billings. In addition, the audit billings for the single audit, the General Employees' Pension Plan, the Firefighters' Retirement Trust Fund and the Police Officers' Retirement Trust Fund should be broken out.

5. Annual Fees

The fee proposed for each year of the engagement should be separately stated for each fiscal year end (FY 2015, FY 2016, FY2017, FY 2018 and FY 2019). The initial letter of engagement shall specify the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

VII. PROPOSAL EVALUATION

The Audit Committee will evaluate the proposals. The City Commission has designated itself as the Audit Committee. Proposals will be evaluated on the following criteria:

A. Generally

1. The audit firm is independent and licensed to practice in the State of Florida.
2. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years.
3. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Holly Hill.
4. The firm has a history of performing quality audits as demonstrated by recent external quality control reviews.
5. The firm adheres to the instructions in this Request for Proposals in preparing and submitting the proposal.

B. Technical Qualifications

1. The firm's past experience and performance on government engagements of comparable size and complexity.
2. The quality and experience of the firm's professional auditing personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
3. The quality and experience of the firm's professional EDP auditing personnel assigned to the engagement.
4. The quality and experience of the firm's professional auditing personnel assigned to perform the Single Audit.
5. The firm's experience in attaining GFOA's Certificate of Achievement for Excellence in Financial Reporting.

C. Audit Approach

1. The adequacy of the firm's proposed staffing plan (hours and level) for the various segments of the engagement.
2. The adequacy of the firm's general audit plan for the overall engagement.

3. The adequacy of the firm's audit plan for the EDP function.
4. The adequacy of the firm's sampling techniques to be used on the engagement.
5. The adequacy of the firm's analytical procedures to be used on the engagement.
6. Other similar and relevant criteria.

C. Fee Proposal

Total all-inclusive maximum annual fee for each year of the engagement. Please note that price will not be the sole or predominant factor in the selection of an audit firm.

D. Oral Presentations

During the evaluation process, the Audit Committee may, at its discretion, request any or all firms to make oral presentations. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

**CITY OF HOLLY HILL, FLORIDA REQUEST
FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2015-FIN-001**

**REGISTRATION AND INSURANCE REQUIREMENTS FOR
VENDOR/CONTRACTOR WORKING ON CITY PROJECTS**

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: **\$25.00**. For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 248-9442.

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

- i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
- 3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
- 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
- 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
- 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
- 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
- 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
- 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
- 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless**(a) General**

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of the City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and

ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)

- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
-----------------------	-------------------------------

0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard & Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

**CITY OF HOLLY HILL, FLORIDA REQUEST
FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2015-FIN-001**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk, City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that is substantially in the form of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; PROPOSER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from bidding; and PROPOSER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

PROPOSER'S NAME: _____
(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2015-FIN-001**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2015-FIN-001**

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Company Name

Authorized Signature

Print Name

Title