

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED AGENDA • NOVEMBER 15, 2016

City Commission Chamber

Special Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

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. RECESS THE CC MTG & CONVENE AS THE CRA**3. CRA AGENDA ITEMS (1 - 3)**

- 1. CRA - Florida Housing Fiance Corp, Work Force Housing - Beneficial Communities
(Requested by Joseph Forte, City Manager)
- 2. Resolution Resolution 2016-R-71 A Resolution of the Board of Directors of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving an Incentives Agreement with Fountainhead, LLC for the Development of 9.42 Acres Located at 1200 Center Avenue, Holly Hill, Florida; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)
- 3. Resolution Resolution 2016-R-72 A Resolution of the Board of Directors of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving the Sale of 9.42 Acres Located at 1200 Center Avenue, Holly Hill, Florida.
(Requested by Joseph Forte, City Manager)

4. ADJOURN AS THE CRA & RECONVENE THE CC MTG**5. PUBLIC COMMENTS****6. CONSENT AGENDA - ITEMS (1 - 2)**

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. Insurance Agent of Record RFQ Award of Contract
(Requested by Kurt Swartzlander, Finance)
- 2. Resolution Resolution 2016-R-75 A Resolution of the City Commission of the City of Holly Hill, FL, Authorizing the City Manager to Enter into an Agreement with Ashbritt Environmental for Disaster Debris Removal, Reduction and Recovery Services Under Volusia County RFP-16-P-32 PW; and Providing for Severability; and Providing for an Effective Date.
(Requested by Mark Juliano, Public Works)

7. REGULAR AGENDA

1. Florida Housing Fiance Corp, Work Force Housing - Beneficial Communities
(Requested by Joseph Forte, City Manager)
2. Resolution Resolution 2016-R-73 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Incentives Agreement with Fountainhead, LLC. for the Development of 9.42 Acres Located at 1200 Center Avenue, Holly Hill.
(Requested by Joseph Forte, City Manager)
3. Resolution Resolution 2016-R-74 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Sale of 9.42 Acres Located at 1200 Center Avenue, Holly Hill, Florida.
(Requested by Joseph Forte, City Manager)

8. PUBLIC HEARING

1. Resolution Resolution 2016-R-70 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Final Budget for the City of Holly Hill for the Fiscal Year 2015-2016; and Providing for Severability; and Providing for an Effective Date.
(Requested by Kurt Swartzlander, Finance)

9. COMMUNICATIONS

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

10. ADJOURNMENT

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

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



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



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

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



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

**City Commission
Agenda Item**

MEETING DATE: November 15, 2016
FROM: Joseph Forte
SUBJECT: CRA - Florida Housing Fiance Corp, Work Force Housing -
Beneficial Communities
NUMBER: (ID # 1503)
APPLICANT:
PLANNER:

DISCUSSION:

At the request of the Fountainhead, LLC Developers, on October 8, 2016, in accordance with State Law, the City advertised the sale of approximately 5.41 acres of property located in the Community Redevelopment Area at 1200 Center Ave. Holly Hill, FL. The purpose of the request to sell this land is part of the overall development of the property by Fountainhead, LLC. The City received one submittal from Beneficial Communities.

After reviewing the submittal from Beneficial Communities the City has identified several concerns. First, the City was asked to advertise the property identified in the Fountainhead, LLC. MPUD as 5.41 acres. It was not until after the advertisement did the City realize the property identified is not properly zoned to the required RPUD. However, in 2014, beneficial Communities submitted a request for support to build a Senior Affordable Housing development on the property located at 1200 Center Ave. under a separate 6 +/- acres of which this property overlaps with the 5.41 acres. The 6 acres was approved by the City Commission with an approved RPUD pending the sale of the land to the developer to be finalized.

With the current advertisement for a Workforce Housing Development, the City was expecting a submittal that would either match the pending 6 acre RPUD which, if award by FHFC, Fountainhead, LLC. would need to redesign their MPUD submittal or if the submittal matched the Fountainhead, LLC. MPUD proposal by the developer would need to rezone a portion of the property in order to comply with the FHFC regulations.

In either case, additional modifications would be needed to the property by way of rezoning or major modifications to the MPUD expected from Fountainhead, LLC developers.

FISCAL ANALYSIS:

If the Commission throws out the submittal, there is not fiscal impact. If the City awards the bids, the City will need to provide a local match in the amount of \$50,000.00 toward the project.

STAFF RECOMMENDATION:

Staff recommends the City Commission throw out the one and only submitted proposal received from Beneficial Communities for being inconsistent and not compatible with the proposed MPUD from Fountainhead and inconsistent with the regulation of the FHFC.

COMMISSION GOAL:

MOTION:

To throw out the one and only submittal the City received for this year's FHFC workforce housing application period.



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

**City Commission
Resolution**

MEETING DATE: November 15, 2016
FROM: Joseph Forte
SUBJECT: Resolution 2016-R-71 A Resolution of the Board of Directors of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving an Incentives Agreement with Fountainhead, LLC for the Development of 9.42 Acres Located at 1200 Center Avenue, Holly Hill, Florida; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: (ID # 1501)
APPLICANT:
PLANNER:

DISCUSSION:

The City has been in negotiations with Jayson Meyer / Fountainhead, LLC., to purchase and develop 9.42 acres of the property located at 1200 Center Avenue in Holly Hill. Mr. Meyer is proposing to develop the property in phases to bring the headquarters of Synergy Billing to Holly Hill and relocate initially 100 employees with intent to increase staffing to 400 by the year 2020.

Other phases of the development will include a workforce housing component, a cafe, daycare, clinic, learning center and fitness center. The details of the development will be presented to the Board of Planning and Appeals (BOPA) in the form of an MPUD. The MPUD must be approved by the City Commission as a contingency to the sale of the land and the incentives can only be applied if the land is purchased by Fountainhead, LLC.

FISCAL ANALYSIS:

See attached Incentive Agreement.

STAFF RECOMMENDATION:

Staff recommends the Board of Directors of the Community Redevelopment Agency of the City of Holly Hill support the Incentives Agreement and authorize the City Manager to execute the Agreement.

COMMISSION GOAL:

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE RESOLUTION 2016-R-71 AND THE ATTACHED INCENTIVES AGREEMENT AS PRESENTED AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- Fountainhead Incentives Agreement 11-15-2016 (DOCX)
- Fountainhead -Exhibit A - Description of Property and Impact Fee Chart (PDF)
- Fountainhead - Exhibit B - Job Growth Incentives Chart (XLSX)
- Fountainhead - Exhibit D - Workforce housing Parcel (PDF)
- Fountainhead - Exhibit E - Options Parcels (PDF)
- Vacant Land Contract - Fountainhead, LLC - 1200 Center Avenue (PDF)

Resolution No. (ID # 1501)

RESOLUTION 2016-R-71 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCENTIVES AGREEMENT WITH FOUNTAINHEAD, LLC FOR THE DEVELOPMENT OF 9.42 ACRES LOCATED AT 1200 CENTER AVENUE, HOLLY HILL, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2016-R-71

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCENTIVES AGREEMENT WITH FOUNTAINHEAD, LLC., FOR THE DEVELOPMENT OF 9.42 ACRES LOCATED AT 1200 CENTER AVE, HOLLY HILL, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill and the Holy Hill Community Redevelopment Agency purchased the property located at 1200 Center Avenue in January, 2012 for \$1,500,000.00, approximately \$60,000.00 per acre, and in accordance with the laws of the State of Florida, the CRA advertised the sale of 1200 Center Ave on Sunday, July 12, 2015; and

WHEREAS, the City Commission had directed the City Manager to negotiate an Incentives Agreement with Fountainhead, LLC. to develop the property, utilize the incentives to provide for a superior development; and

WHEREAS, the City Commission and the Community Redevelopment Agency believes it is in the best interest of the City to sell the Subject Property through negotiated sale and offer these incentives to Jayson Meyer for the purpose of relocating the Synergy Billing headquarters and bring 400 jobs to the City of Holly Hill by the year 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Community Redevelopment Agency of the City of Holly Hill hereby approves the Incentives Agreement attached for the purpose of developing the property located at 1200 Center Avenue, Holly Hill, Florida 32117 and authorizes the City Manager to execute the agreement.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of

this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 15th day of NOVEMBER, 2016.

REDEVELOPMENT INCENTIVE AGREEMENT

THIS AGREEMENT is entered into by and between the **City of Holly Hill**, a Florida municipal corporation formed and existing under the laws of Florida (City), the **City of Holly Hill Community Redevelopment Agency** (Agency), created pursuant to Florida Statute Chapter 163, and **Fountainhead Developers, LLC**, its successors or assigns (Developer), a Florida limited liability company.

W I T N E S S E T H

WHEREAS, the City purchased approximately 25 acres of real property, together with all associated development entitlements and impact fee credits or exemptions (as detailed on attached Exhibit A), located at 1200 Center Street (Property). The Property was the location of the former Holly Hill Middle School and before the City's acquisition, most of the structures had been demolished. The City has marketed the Property for redevelopment purposes with minimal redevelopment interest.

WHEREAS, Developer has contracted to purchase a portion of the Property for the purpose of redevelopment for the relocation of Synergy Billing, LLC headquarters and the transfer of existing jobs and the creation of new jobs in the near future.

WHEREAS, Developer intends to redevelop the remainder of the Property.

WHEREAS, the Property is located within the City of Holly Hill Community Redevelopment Area (CRA), which is controlled by the City of Holly Hill Community Redevelopment Agency (Agency) and the City.

WHEREAS, in June 2013 the Agency and City adopted the 1200 Center Avenue Feasibility Study (Plan) for the redevelopment of the Property.

WHEREAS, the Developer is proposing redevelopment of the Property which is consistent with and in furtherance of the Plan, which will increase the ad valorem tax base generated by the Property and provide new, high paying jobs in the City as further detailed on attached Exhibit B.

WHEREAS, the Agency and the Developer have negotiated this Redevelopment Incentive Agreement (Agreement) to provide separate, distinct incentives for the redevelopment of the Property. The incentives are payments for the transfer/creation of jobs resulting in new employees working for employers with businesses located on the Property; reimbursement of certain redevelopment capital expenses and the reinvestment of certain sale proceeds of the Property back into the redevelopment of the Property. This Agreement also grants the Developer an option to purchase any remainder of the Property not initially purchased by the Developer in connection with its initial phase of development.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the undersigned parties hereby agree to the following:

1) To induce and assist the Developer in redeveloping the Property, thereby increasing the ad valorem tax base generated by the Property, and encourage the creation of new businesses operating on the Property with full-time, highly paid employees (as further detailed in Exhibit B) the City and Agency hereby agree to provide the following incentives and option to purchase the remaining portions of the Property subject to the terms and conditions hereinafter set forth.

PART ONE
NEW EMPLOYEE INCENTIVE

2) The City will transfer to the CRA, to be accounted for separately, the first \$60,000 per acre from the sale of the Property to the Developer or to a third party until the purchase option provided herein expires. These funds shall be used to pay incentives for new employees that meet the qualifying criteria provided in paragraph 3, below ("Qualifying Employee") employed by a business operating on the Property. Neither the City nor the Agency shall be required to provide any other funding for this incentive other than as identified herein.

3) A Qualifying Employee shall meet all of the following criteria:

(a) The Qualifying Employee must be a full-time employee as defined by the Affordable Care Act or other applicable Federal employment law.

(b) The Qualifying Employee must be employed for 52 consecutive weeks (the "Qualifying Employment Period") except as provided below.

(c) The Qualifying Employee must work full-time and their position shall be at a business operating on the Property ("Qualifying Employer"). Positions with a Qualifying Employer with operations at additional locations not operating on the Property shall not qualify. A Qualifying Employee will be able to travel for business away from the Property. However an employee who primarily works from home or at places or locations other than the business located on the Property, including telecommuting jobs, does not qualify.

(d) Jobs filled by independent contractors are not eligible for an incentive payment.

4) In recognition of the Developer's role in fostering the overall redevelopment of the Property, payments for all Qualifying Employees working for any Qualifying Business that is not related to the Developer but that otherwise meets the eligibility criteria shall be paid to the Developer

5) The City and Developer agree that the timing of the New Employee Incentive may be adjusted to a different, mutually agreeable time in order to qualify for the local contribution requirement for Qualified Targeted Industry Tax Refunds.

6) The Developer, City and Agency shall follow the procedure outlined below to determine the number of Qualifying Employees for payment of the New Employee Incentive. In order to maximize the potential New Employee Incentives that may be received by the Developer, the Developer shall be responsible for ensuring that the reporting procedures outlined below also bind any Qualifying Employer who takes title to or otherwise occupies the Property by claim of right through the Developer:

(a) The City and Agency will evaluate the number of new employees working in full-time positions on the Property on a quarterly basis (Jan. 1, April 1, July 1 and Oct. 1). After review of the employment information provided (as further described herein) the City will determine the net increase in Qualifying Employees employed by Qualifying Employers over the highest number of Qualifying Employees working for a Qualifying Employer on the Property from any previous quarterly review. The increase in Qualifying Employees for the current quarterly period over the highest number of qualified employees in any previous quarter shall be eligible for payment of the New Employee Incentive, assuming all other eligibility criteria outlined in this Agreement are met.

(b) The Developer or other Qualifying Employer must submit, on a quarterly basis, a list of all potential Qualifying Employees working for Qualified Employers located on the Property along with the information listed in Exhibit A for the City and Agency to make the determination of eligibility for the New Employee Incentive. A unique identification code shall be used for each potential Qualifying Employee to safeguard any personal information. If the required information is not submitted, the potential Qualifying Employee shall not be eligible for purposes of calculating the New Employee Incentive. There shall be no refunds of the New Employee Incentive if a Qualifying Employee's position is terminated, for any reason, once the City and Agency have made a determination that the Qualifying Employee met the requirements for the New Employee Incentive. In addition to the safeguards provided above, the parties acknowledge that the business or employee information disclosed to the City or Agency under the requirements of this Agreement may contain sensitive business and personal information, but that the City and Agency are subject to the Public Records Act. The Developer shall mark all information that it believes to be confidential as "CONFIDENTIAL". Unmarked information shall be subject to public release without review. Prior to public disclosure of any information marked as "CONFIDENTIAL" the City will review said information to determine if any legally permissible exception to the Public Records Act exists. The City will withhold public disclosure if there is a clear exception to the Public Records Act or similar law requiring public disclosure. The City's decision to publicly disclose such information shall not subject the City or Agency to any liability for damages.

(c) A Qualifying Employee will qualify for the New Employee Incentive even if the employee is on extended leave under the Family Medical Leave Act or other Federally approved, compensated extended leave offered by Qualifying Employer as long as documentation establishes that person meets the criteria of Qualifying Employee.

(d) The amount of the New Employee Incentive due for each Qualifying Employee is set forth in attached Exhibit B. The minimum wage set by Florida law at the time of each quarterly review shall be used for the determination of New Employee Incentive. Incentives shall be determined on the base hourly rate as adjusted for sales commissions when appropriate. Sales commissions paid for the 12 month period shall be divided by 2080 to determine a hourly rate which shall be added to the base hourly rate to determine eligibility for incentives. The rate of compensation to determine the New Employee Incentive shall be the average compensation paid to a Qualifying Employee over the final quarter of their Qualifying Employment Period. The value of any employment benefits will not be taken into consideration, however sales commissions for any commission based positions shall be included in the calculation of gross pay. To qualify for the New Employee Incentive for residents of the City, the Qualifying Employee must be a resident for the entire Qualifying Employment Period. Proof of residency must be provided in the form of a valid Florida driver's license, identification card or voter registration card showing that the Qualifying Employee is a resident of the City and such other documentation to establish how long he or she lived in Holly Hill. A Qualifying Employee who lives within the City limits at the expiration of the Qualifying Employment Period, but has not resided within the City limits for the entire Qualifying Employment Period, shall be eligible for the nonresident New Employee Incentive payment. However, if the Qualifying Employee remains employed and continues to reside within the City limits for 52 consecutive weeks, the differential between the resident and nonresident New Employee Incentive will be paid at the quarterly review after which the Qualifying Employee meets the residency requirement. The differential payment shall be based on the compensation that was used to determine the initial New Employee Incentive for that Qualifying Employee and shall not be adjusted to account for changes in compensation that may have occurred since the initial nonresident New Employee Incentive payment was made.

e) To qualify for the New Employee Incentive a Qualifying Employee must meet the requirements provided in this Section 6 for the review quarter ending July 1, 2026. Any money in the New Employee Incentive fund after July 1, 2026 shall be free and clear of any restrictions or limitations of this Agreement and may be utilized by the City and Agency for any lawful purpose.

f) All time an employee worked for business that relocates to or opens a new facility on the Property as long as the employee relocates with the business shall be counted for determining eligibility for the New Employee Incentive."

7) If the City or Agency is denied access to the employment records or if the information required in Exhibit A is not provided, a potentially Qualifying Employee will not be considered eligible for the New Employee Incentive.

8) Notwithstanding the forgoing provisions of this Part One, \$60,000 per acre of the first 10 acres acquired by the Developer shall also be available to the Developer from the Agency to fund the costs associated with installation of perimeter landscaping, hardscaping, enhanced entry features and related improvements (the "Initial Redevelopment Improvements") associated with the redevelopment of the Property. Any amount of the fund established in Part One for New Employee Incentives used for the costs associated with the Initial Redevelopment Improvements shall reduce the overall amount available for the New Employee Incentive on a dollar for dollar basis. Reimbursement of the Initial Redevelopment Improvements shall be on an as-incurred basis and payments shall be made by the City and Agency in accordance with the timelines for payment under Parts Two and Three provided in paragraph 20, below. Initial Redevelopment Improvements may be funded from the New Employee Incentive fund so long as it is an Eligible Redevelopment Cost as defined in Part Two. Notwithstanding any other provision in this Agreement to the contrary, reimbursement of Initial Redevelopment Improvements from the New Employee Incentive fund shall only be paid by the City and Agency upon issuance of the Certificate of Occupancy for all of Phase 1, which is the development of Parcel II.

PART TWO

Redevelopment Capital Expense Reimbursement

9) The unencumbered tax increment revenue received from all ad valorem taxes paid for the Property only shall be accounted for separately by the Agency. The City and Agency have pledge the tax increment revenues for repayment of the following obligations: 1) Promissory Note payable to SunTrust Bank known as the Community Redevelopment Agency Redevelopment Revenue Refunding Note, Series 2012, dated April 25, 2012 and (2) Promissory Note Payable to BB&T known as the Community Redevelopment Agency Redevelopment Revenue Note, Series 2013, dated April 24, 2013. Revenue covenants in those obligations allows the City and Agency to use tax increment revenue for other purposes as long as said revenue exceeds the annual repayment obligations by a certain percentage. "Unencumbered tax increment revenue" means to the extent there is tax increment revenue generated by the Agency as a whole in excess of these revenue covenants. In addition to the tax increment revenue paid to the Agency for this Property and the net sale proceeds of the Property as discussed herein, the City and Agency agree that additional revenues received by the City or Agency specifically for the redevelopment of the Property, including the proceeds of any sale of impact fee credits or exemptions associated with the Property to third parties as detailed in Paragraph 16(g)(vii), shall be available for Redevelopment Capital Expense Reimbursements as provided herein. Neither the City nor the Agency shall be required to budget alternative funding for

the redevelopment of this Property except as identified herein.

10) A Redevelopment Capital Expense Reimbursement is an expenditure paid for by the Developer for the redevelopment of the Property (the “Eligible Redevelopment Costs”) including, but not limited to:

a) Permitting costs, including all permitting fees paid to third party regulatory agencies, impact fees and professional services fees incurred by the Developer for services rendered by consultants, including but not limited to engineers, surveyors, and attorneys, to obtain permits and approvals for the redevelopment on the Property. The City and Agency agree that all City fees associated with the redevelopment of the Property shall be waived to the extent the City can legally waive said fees, such as permit fees and inspections fees. Fees that cannot be legally waived, such as impact fees, shall be considered an Eligible Redevelopment Costs to the extent such fees are paid by the Developer.

b) Site prep work including, but not limited to land clearing, hauling, import of fill material or disposal costs.

c) Underground utility infrastructure work, including water, sewer, stormwater, cable, telephone, internet and electric (above ground utilities are not eligible for reimbursement unless the utility improvement must be above ground as a result of the requirements of the utility provider such as fire hydrants, backflow preventers or control valves).

d) Construction of stormwater drainage ponds and related stormwater infrastructure, including mitigation costs, if any.

e) Construction of parking facilities, turn lanes or other traffic related improvements.

f) Landscaping, signage, hardscape, decorative pavers, walkways and accent lighting.

g) Exterior renovation to the existing structures on the Property (interior renovations are not eligible for reimbursement).

h) Construction of the exterior shell of any new structures. The exterior shell of a structure shall include the foundation, exterior walls and roof, including all structural elements or supporting structures, electric, water, fire suppression and sewer service. Interior build-out, including electric, water and sewer distribution and interior finishings, shall not be eligible for reimbursement.

Only expenses for capital improvements to the Property shall be eligible for reimbursement. Construction management fees or similar charges paid to the Developer, owners of the Developer and any other entity which the Developer or

owners of the Developer own or have a controlling interest in shall not be reimbursed. The Developer shall submit the information outlined in Exhibit C to establish to the reasonable satisfaction of the City and Agency that the work to be reimbursed has been performed and paid for by the Developer. Capital improvements must be inspected and approved by the City Building Official before Eligible Redevelopment Costs shall be reimbursed, however this provision shall not be interpreted to require the issuance of a certificate of occupancy prior to capital costs being approved as Eligible Redevelopment Costs.

11) Tax increment revenue available for payment of Redevelopment Capital Expense Reimbursement shall be only those tax increment revenues received by the Agency on or before July 1, 2026. Tax increment revenues received from this Property by the Agency after that date may be used by the Agency for any appropriate redevelopment purposes within the CRA. Any tax increment revenue that is received by the City and Agency prior to July 1, 2026 is eligible to pay for reimbursements. Any such funds not utilized to pay a reimbursement request received by the City and Agency before July 1, 2026 shall be free and clear of any restrictions or limitations of this Agreement and may be utilized by the City and Agency for any lawful purpose.

12) Reimbursable expenses shall be limited to expenses actually paid by the Developer. Improvements paid for by a 3rd party shall not be eligible for reimbursement. Notwithstanding the foregoing, tax increment revenues generated from increased ad valorem taxes collected as a result of all redevelopment activity shall be available to reimburse the Developer for qualified Redevelopment Capital Expense Reimbursement, even if portions of the redevelopment are carried out by other parties.

PART THREE
REINVESTMENT OF NET SALE PROCEEDS
OF RESIDENTIAL PORTION OF PROPERTY

13) A portion of the Property is proposed for multi-family residential development as identified in attached Exhibit D (the "Workforce Housing Parcel"). The City, Agency and Developer agree that the sale of the Workforce Housing Parcel shall be consummated directly between the City and a third-party purchaser. It is anticipated that extended time will be required for closing on the Workforce Housing Parcel to allow the third-party purchaser sufficient time to submit one or more application(s) for tax credit financing during the Florida Housing Finance Corporation's (the "FHFC") annual funding cycles. The City and Agency agree to cooperate with the purchaser of the Workforce Housing Parcel in order to ensure the Workforce Housing Parcel meets all requirements of applicable state tax credit financing programs until such time as FHFC funding is approved for the Workforce Housing Parcel. Any extensions or modifications of the contract between the City and third party developer of the Workforce Housing Parcel must be approved by the Developer as the Developer may opt to purchase the Workforce Housing Parcel for a non-residential use as discussed in Paragraph 17. The Developer hereby agrees not to seek any

residential use, whether single-family or multi-family, on the remainder of the Property, including but not limited to work force housing, FHFC financing or any similar subsidized housing. In the event the Developer seeks approval of a residential use on the Property other than that portion of the Property other than the Workforce Housing Parcel, in addition to any other legal remedy available to the City or Agency to enforce this prohibition, the Developer agrees that this Agreement may be terminated immediately by the City or Agency and upon termination all unpaid incentives and remaining purchase options shall be null and void.

14) The Agency will separately account for the net sale proceeds from the sale of the Workforce Housing Parcel and the Agency hereby agrees to budget and appropriate those proceeds to reimburse the Developer for Eligible Redevelopment Costs. "Net sale proceeds" shall mean the gross sales price less standard closing expenses paid by a seller and less \$60,000 per acre which will be accounted for separately to be utilized for New Employee Incentive discussed in Part One above. In the event any payment is made from the New Employee Incentive funds as provided in Paragraph 8 above to reimbursed Initial Redevelopment Improvements, the amount of any such payment(s) shall be deducted from the total funds available for the New Employee Incentive fund.

15) The Net Sale Proceeds from the Workforce Housing Parcel shall be used to reimburse the Developer for payments of any Eligible Redevelopment Costs as outlined in Part Two.

PART FOUR **PURCHASE OPTION**

16) The City and Agency hereby grant to the Developer an option to purchase the Property not already purchased by the Developer, as identified on attached Exhibit E, pursuant to the following terms and conditions;

a) The option provided to the Developer shall apply to the Property not already owned by the Developer and the Workforce Housing Parcel in the event the Workforce Housing Parcel is not acquired by a third-party purchaser as provided in Part Three. The option shall permit the Developer to purchase all outparcels identified on Exhibit E, including the parcel identified as the "Wellfield Parcel" in the event the Wellfield Parcel is abandoned by the City. Developer can purchase one or more outparcels at a time. The option price shall be \$60,000 per acre and the sale proceeds shall be used as additional revenues for the New Employee Incentive. The contract for the sale and purchase for each option exercised shall be the contract attached hereto marked as Exhibit F. The Initial Option shall be exercised no later than three (3) years after the Developer closes on the first portion of the Property (the "Initial Option"). If the Developer fails to exercise the Initial Option by the above date, the Initial Option may lapse and the Developer shall have no further binding option to purchase any outparcel. If the Developer exercises the Initial Option within the required time frame and purchases an additional portion of the Property, one (1)

year shall be added to the Initial Option. Developer shall have the remainder of the initial option period, plus the additional one (1) year, to exercise the next option to close (the "Rolling Option"). Each purchase by the developer under the Rolling Option shall add one (1) year to the Rolling Option duration regardless of the number of outparcels acquired Developer in a single closing. The Rolling Option will continue until such time as all outparcels have been acquired. The Rolling Option shall terminate and all options shall lapse on July 1, 2026. A failure by Developer to acquire an outparcel that the Developer has exercised the Rolling Option for shall not terminate the Rolling Option rights outlined above as long as the failure to acquire the outparcel meets the following conditions:

- 1) the failure to purchase is beyond the reasonable control and foreseeability of the Developer, including but not limited to, adverse economic conditions;
- 2) the Developer is in full compliance with all other terms under this Agreement; and
- 3) the Developer is in full compliance with all applicable City regulations and an approved Mixed Use Planned Unit Development approved for the Property.

If the Developer does not satisfy the above conditions, the City has the option of terminating the remainder of the Rolling Option period and the Developer will have no further option to purchase any remaining portion of the Property.

b) Recordation and Transfer. The Developer or Agency will have the right to record this Agreement or a memorandum of this Agreement in the public records.

c) At the closing, the City and Agency will convey title to the outparcel(s) identified in the option to purchase by general warranty deed, free and clear of liens or mortgages, and subject to matters of record as of the date of this Agreement, zoning, restrictions, prohibitions and other requirements imposed by governmental authority and taxes and assessments for the year of closing.

d) The transfer of the Property and any outparcel(s) will include the following:

(i) All land and property rights owned by the City, including any rights or reversionary interests in land lying in the bed of any canal, lake, preserve, street, road, alley, avenue or highway, open or proposed, if any, adjoining the outparcel(s), to the center line thereof; and

(ii) All tenements, hereditaments, condemnation awards, insurance proceeds, easements, privileges and appurtenances belonging to or serving the outparcel(s), including, without limitation, all title, estates, interest, drainage, water,

canal and riparian rights, credits or exemptions for impact fees, water, sewer and other utility fees and connection charges, mitigation credits and rights, and beneficial rights to adjoining preserve areas.

e) At the closing, the City and Agency shall furnish the general warranty deed, no lien affidavit, FIRPTA certificate and other documents reasonably required by the Developer and title insurance company, if any, issuing title insurance in connection with the Developer's purchase of the outparcel(s).

f) No Further Encumbrances. During the term of this Agreement, the City or Agency will not sell or transfer, lease or otherwise market the availability of any portion of the Property nor will the City or Agency further improve, encumber or lien the Property or create or permit any matters to be recorded against the Property without the Developer's prior written consent. Furthermore, the City or Agency will not (a) enter into, create or assume any obligation for borrowed money or any security agreement, lien, encumbrance, mortgage, deed of trust, pledge, conditional sale or other title retention agreement, easement, covenant, restriction or other burden upon the Property or (b) record any homeowners association documents, easements or other agreements affecting the Property after the date of this Agreement, except an approved Mixed Use Planned Unit Development Agreement and any documents contemplated therein.

g) City and Agency's Representations and Warranties. As a material inducement to the Developer to enter into this Agreement, the City and Agency represent and warrant to the Developer that the following are true and correct and shall be true and correct:

i) The City and Agency own the Property and have full right and are duly authorized to enter into and consummate this Agreement.

ii) The City and Agency have complied and shall comply from the date hereof during the term of this Agreement with all applicable federal, State, County and municipal regulations, rules, ordinances, statutes, building, zoning and development codes and other requirements and restrictions with respect to all matters pertaining to the Property.

iii) There is no litigation, investigation or proceeding pending, or to the knowledge of the City or Agency threatened, against the City or Agency relating to or affecting the Property or otherwise adversely affecting the City or Agency's ability to perform its obligations hereunder.

iv) There are no options agreements or other agreements relating to the sale or lease of the Property other than as outlined herein.

v) To the best of the City and Agency's knowledge, the Property has not in the past been used, is not presently being used and will not in the future *(for so*

long as the City and Agency own same) be used for the handling, storage, transportation or disposal of hazardous or toxic materials. The Developer may obtain, at its expense, a report from a reputable environmental consultant as to whether the Property has been or presently is being used for the handling, storage, transportation or disposal of hazardous or toxic materials.

vi) Neither the City nor Agency have received notice from any governmental authority, mortgagee, insurer or other party alleging that either the Property or the use or operation of the Property is in violation of any federal, state or local law or ordinances, orders or regulations, including, but not limited to, those pertaining to building, zoning and environmental requirements.

vii) The City or Agency will ensure that all available impact fee credits or exemptions associated with the Property will remain available to be used during the term of this Agreement solely for the redevelopment of the Property. Impact fee credits or exemptions will not automatically transfer to the Workforce Housing Parcel, but impact free credits or exemptions from governmental agencies other than the City may be transferred by the Developer to the Workforce Housing Project. Neither the City nor Agency make any representations about the transferability of any impact fee credits or exemptions. Impact fee credits or exemptions associated with the former Holly Hill Middle School located on the Property will remain associated with the Property for the duration of this Agreement and will not be transferred by the City or Agency while this Agreement remains in effect. During the term of this Agreement any use of impact fee credits or exemptions by any party other than the Developer is specifically conditioned on the written approval of the Developer. Impact fee credits or exemptions applicable to the City's impact fees shall be utilized on a first come, first serve basis and shall not be sold or transferred by the City or Developer during the term of this Agreement.

17) If the Workforce Housing Parcel is not purchased by a third party for said use within three (3) years of execution of this Agreement the Developer shall have the option to purchase the Workforce Housing Parcel pursuant to the terms and conditions outlined in Part Four above. This option may only be exercised after the Developer has timely exercised the Initial Option or Rolling Options outlined above, has otherwise fully complied with the terms of this Agreement and must be exercised before the term expiration and in no event shall the option term extend beyond July 1, 2026. In the event the Developer purchase the Workforce Housing Parcel as provided in this paragraph, all available incentives provided by this Agreement shall be applicable to the Workforce Housing Parcel.

PART FIVE

GENERAL PROVISIONS

20) Procedure for Processing Payments: All payment to be made by the City or Agency as outlined in Part One, Part Two and Part Three above shall be processed according to the following procedure:

a) All required information shall be provided to the City or Agency in a timely manner. A “timely manner” under Part One shall be no later than thirty (30) days of the end of the quarter to be reviewed. Under Part Two and Part Three, a “timely manner” shall be no later than thirty (30) days of payment of the invoices to be reimbursed. The required information for each payment type shall be as outlined in attached Exhibit A and C.

b) The City or Agency shall remit payment to the Developer in accordance with the standards provide by the Florida Prompt Payment Act (§§218.70-.79, Florida Statutes (2016)). If there are not sufficient funds to make the payment in full, the City or Agency shall make the payment to the extent of available funds. All approved payments shall accrue pending receipt of appropriate funds from which to make payment. Appropriate funds shall mean the identified legally available funding source for each payment.

20) Notices. All notices, statements, demands or other communications (“notice(s)”) to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission or by certified or registered mail, return receipt requested and postage prepaid. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid (which would also be the day receipt is rejected), as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information.

Developer
1410 LPGA Blvd
Daytona Beach, Florida 32117

City and Agency
1065 Ridgewood Avenue
Holly Hill, FL 32117

21) Assignment. This Agreement is not assignable by the Developer without the written consent of the City and Agency, which consent may not be unreasonably withheld. Any assignment or pledge of any revenue anticipated to be received pursuant to this Agreement by the Developer shall require a joinder and consent of the City and Agency, which shall not be unreasonably withheld.

22) Non-monetary Assistance. The City and Agency agree to provide non-monetary assistance to the Developer in pursuing the proposed development of the Property. In addition, the City agrees to waive all permitting, connection, review and inspection fees and such other fee that can be legally waived and have not been pledged as collateral for a loan or bond.

23) Subsequently Acquired Adjacent Property. If the Developer acquires property that is adjacent to the Property, the above-described incentives (i.e. New Employee Incentive and Redevelopment Capital Expense Reimbursement) shall be applied to said property as long as the following conditions are satisfied:

- a) the property is incorporated into the MPUD zoning of the Property; and
- b) the City and Agency amend the City of Holly Hill Community Redevelopment Area (Area) to incorporate said property into the Area

24) It is anticipated that Developer will commence construction activity (including pursuing permitting and other approvals) within 90 days of the acquisition of the first portion of the Property. If construction activity has not started during said period of time or if construction activity ceases for a period of 6 consecutive months, Developer shall provide the City and Agency with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City and Agency shall grant an extension for a duration of not less than 90 days or as requested by the Developer. Any further extension shall be as negotiated by the City, Agency and Developer.

25) This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

26) This Agreement is the entire understanding between the parties as to the issues addressed herein. No prior discussions, negotiations and agreements are valid. Any amendment to this Agreement must be in writing executed by both parties.

27) The failure of either party to require strict performance of a term or conditions shall not constitute a waiver to prevent the party from requiring strict performance at a later time.

28) Revenue to pay incentives described above shall be limited to the revenue sources identified. Neither the City nor the Agency shall be required to transfer funds from any other available source to satisfy any of the incentives provided herein. This Agreement does not represent a pledge of credit or otherwise grant any security interest in revenues of the City or Agency, rather the City and Agency's funding obligations under the terms of this Agreement represents an agreement to budget the funds identified herein to be used exclusively pursuant to the terms and conditions of this Agreement. Once the Part One New Employee Incentive has been fully expended and all of the Property sold, there shall no longer be an obligation to provide employee data.

29) In the event the Developer files bankruptcy, receivership or any insolvency proceedings, the City and CRA have the right to terminate this Agreement.

30) The CRA and Agency offer a variety of programs for the redevelopment of property in the CRA. It is the intent of the City and Agency that the incentives outlined in this Agreement shall be all the incentives and programs that are eligible for the Property. The Developer and third party purchasers shall not pursue any other incentives, grants, etc. offered by the CRA or Agency.

31) All payments made by the Agency pursuant to this Agreement as outlined above shall be made to the Developer. The Developer shall be solely responsible for making payments to all of its contractors and subcontractors.

32) The term “day” or “days” shall meaning regular working days of the City and excludes weekends and Holidays.

33) One of the principal purposes of this Agreement is for the relocation of the headquarters of Synergy Billing, LLC to the Property. Headquarters is hereby defined to mean the principal place of business as identified by the Secretary of State Corporation information as the principal place of business; the principal place of business of advertising and promotional material; the location of the officer of all administrative staff including CEO, President and CFO; and the location where a majority of the employees of Synergy Billing, LLC are located and work. If Synergy Billing, LLC's headquarters is not relocated to the Property, the City has the right to terminate this Agreement and all rights, entitlements and benefits provided therein by providing written notice to the Developer. Notwithstanding the foregoing, nothing in this paragraph shall prevent the future relocation of the Headquarters of Synergy Billing, LLC.

34. The Developer shall submit a proposed Mixed Use Planned Unit Development for the Property by November 4, 2017, reviewed by the City's Planning Board at its December 5, 2017 meeting and approved by the City Commission no later than February 28, 2017. The closing on the first acquisition of the Property by the Developer shall close by May 31, 2017. In the event these deadlines are not met, the agreement shall be deemed null and void.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the proper officers the day and year as written.

ATTEST:

**CITY COMMISSION OF THE CITY OF
HOLLY HILL**

Valerie Manning
City Clerk

John Penny
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of _____, 2016 by _____ of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____
Commission No.: _____
My Commission Expires: _____

DEVELOPER

Witness: _____

Fountainhead Developers, LLC
a Florida Limited Liability Company

Printed Name: _____

By: _____

Name: M. Jayson Meyer

Title: Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of _____, 2016 by M. Jayson Meyer of Fountainhead Developers, LLC, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit A – Description of Property and Impact Fee Credits/Exemptions

Attachment: Fountainhead Incentives Agreement 11-15-2016 (1501 : CRA - Fountainhead, LLC. Development Incentive Agreement)

Exhibit B – New Employee Incentive Chart

Attachment: Fountainhead Incentives Agreement 11-15-2016 (1501 : CRA - Fountainhead, LLC. Development Incentive Agreement)

Exhibit C – New Employee Information

Attachment: Fountainhead Incentives Agreement 11-15-2016 (1501 : CRA - Fountainhead, LLC. Development Incentive Agreement)

Exhibit D – Workforce Housing Parcel

Attachment: Fountainhead Incentives Agreement 11-15-2016 (1501 : CRA - Fountainhead, LLC. Development Incentive Agreement)

Exhibit E – Option Parcels

Attachment: Fountainhead Incentives Agreement 11-15-2016 (1501 : CRA - Fountainhead, LLC. Development Incentive Agreement)

Exhibit F – Option Contract Form

Attachment: Fountainhead Incentives Agreement 11-15-2016 (1501 : CRA - Fountainhead, LLC. Development Incentive Agreement)

[illegible]

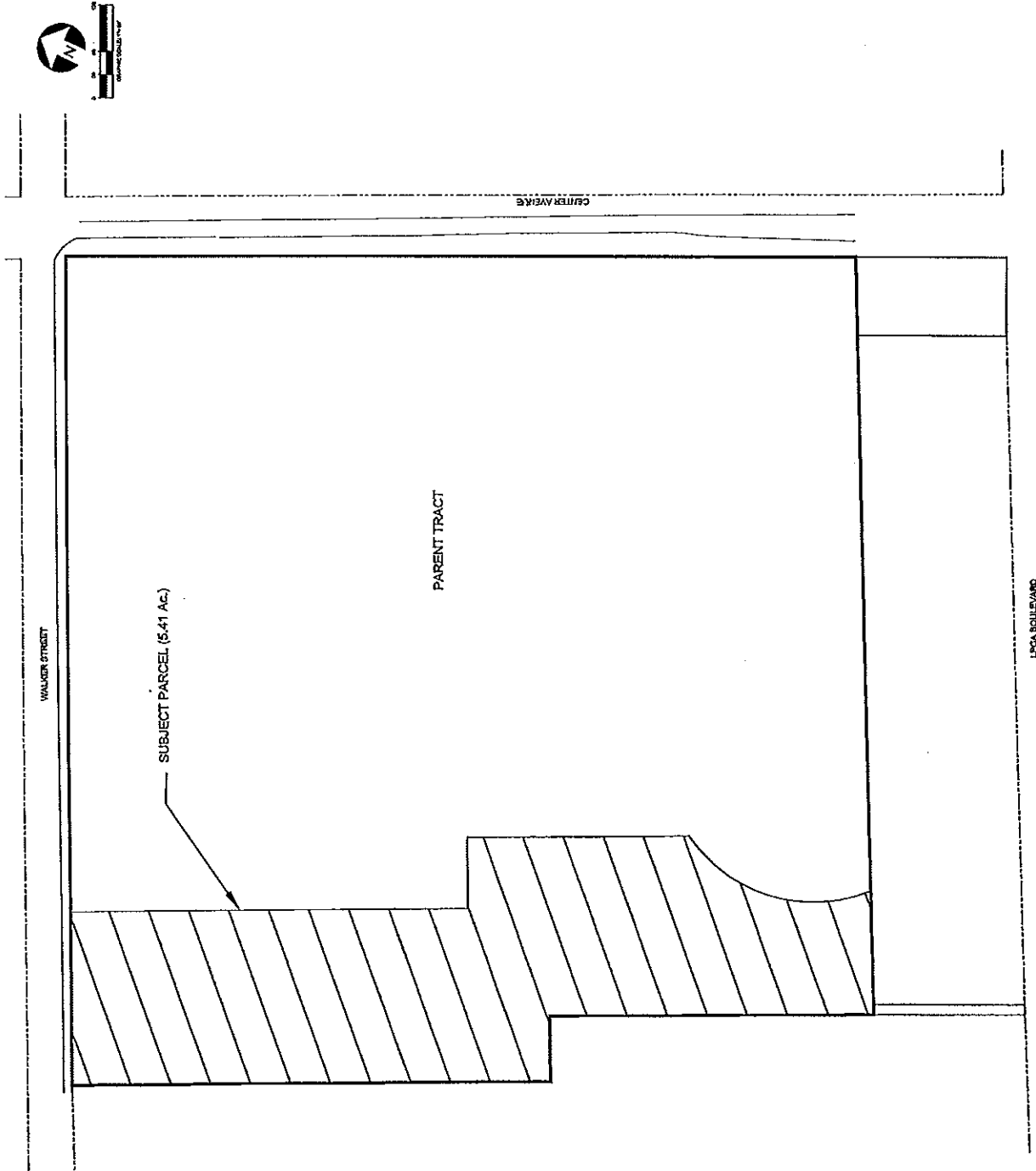
Proposed Development Impact Fees		Corporate HQ	Med. Ofc	Office	Flt. Cntr	Daycare	Restaurant	Total		PR		Fire	Law	Trans	Water	Sewer	Corp. Ofc	Medical Ofc	Office
Sq. ft./Units		123,000	16,000	16,000	4,000	6,000	4,000												
PR																			
Fire		\$42,820.00	\$5,440.00	\$5,440.00	\$1,360.00	\$9,120.00	\$1,360.00	\$64,540.00					0.34	0.34					0.34
Police		\$30,750.00	\$4,000.00	\$4,000.00	\$4,280.00	\$8,600.00	\$7,080.00	\$53,710.00					0.25	0.25					0.25
Trans		\$84,784.40	\$17,129.60	\$7,110.40	\$3,312.80	\$5,029.80	\$3,676.40	\$71,043.40					0.28	1.06	0.44				0.44
Water**		\$8,558.60	\$2,133.00	\$2,133.00	\$711.00	\$711.00	\$14,220.00	\$28,866.60					1.422	1.422	1.422				1.422
Sewer**		\$12,020.40	\$2,862.00	\$0.00	\$954.00	\$954.00	\$19,080.00	\$35,870.40									1.908	1.908	1.908
Subtotals		\$128,933.40	\$31,564.60	\$18,683.40	\$10,617.80	\$19,414.80	\$45,416.40	\$254,030.40											
TOTAL								\$254,030.40											
Holly Hill Credits																			
From Prior Use**																			
School area	116,312	area*fee	\$64,540.00	\$112,254	Credit														
Fire	1.52	\$176,794	\$53,710.00	\$16,077	Credit														
Police	0.6	\$69,787	\$71,043.40	-\$19,856	Debit														
Trans	0.44	\$51,177	\$28,866.60	-\$14,689	Debit														
Water**	1.422	\$14,177	\$28,866.60	-\$16,948	Debit														
Sewer**	1.908	\$19,028	\$35,870.40																
Assumes the following:																			
123,000 Corporate Office			ERUS																
16,000 sq. ft. office				6.3															
16,000 sq. ft. medical office				0.5															
4,000 sq. ft. fitness center				0.5															
6,000 sq. ft. daycare				0.5															
4,000 sq. ft. restaurant				1.0															
Total ERUS				19.3															
**Actual average daily consumption based on prior billing periods						9.97													
Volusia County Thoroughfare Road Impact Fees																			
Amount Due																			
Use	Intensity	Rate	Fee Amount																
Corporate	123,000		\$2.48	\$182,040.00															
Office	16,000		\$2.31	\$36,960.00															
Medical	16,000		\$5.56	\$88,960.00															

Packet Pg. 34

Packet Pg. 35

JOB GROWTH/RETENTION INCENTIVES

Over Minimum Wage	Incentive \$\$	Eligibility	Hourly \$	Annual \$
125%	\$ 1,000.00	Transfer	\$ 10.06	\$ 20,924.00
125%	\$ 1,250.00	Transfer - Holly Hill Resident		
125%	\$ 1,500.00	New Position		
125%	\$ 1,750.00	New Position - Holly Hill Resident		
150%	\$ 1,500.00	Transfer - Holly Hill Resident New Position New Position - Holly Hill Resident	\$ 12.07	\$ 25,105.00
150%	\$ 1,750.00			
150%	\$ 2,000.00			
150%	\$ 2,250.00			
175%	\$ 2,500.00	Transfer Transfer - Holly Hill Resident New Position New Position - Holly Hill Resident	\$ 14.08	\$ 29,286.00
175%	\$ 2,750.00			
175%	\$ 3,000.00			
175%	\$ 3,250.00			
200%	\$ 2,750.00	Transfer Transfer - Holly Hill Resident New Position New Position - Holly Hill Resident	\$ 16.10	\$ 33,488.00
200%	\$ 3,000.00			
200%	\$ 3,250.00			
200%	\$ 3,500.00			
225%	\$ 3,000.00	Transfer Transfer - Holly Hill Resident New Position New Position - Holly Hill Resident	\$ 18.11	\$ 37,668.00
225%	\$ 3,250.00			
225%	\$ 3,500.00			
225%	\$ 3,750.00			
250%+	\$ 3,250.00	Transfer Transfer - Holly Hill Resident New Position New Position - Holly Hill Resident	\$ 20.12	\$ 41,849.00
250%+	\$ 3,500.00			
250%+	\$ 3,750.00			
250%+	\$ 4,000.00			





Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®



PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: City of Holly Hill/Holly Hill Community Redevelopment Agency ("Seller")
and Fountainhead, LLC ("Buyer")

agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 1200 Center Avenue, Holly Hill, Florida

Legal Description:

See Attached Exhibit A

including all improvements and the following additional property:

N/A

PRICE AND FINANCING

2. PURCHASE PRICE: \$ payable by Buyer in U.S. funds as follows:

(a) \$ 10,000.00 Deposit received (checks are subject to clearance) by
Signature for Jeffery C. Sweet Trust Account ("Escrow Agent")
Name of Company

(b) \$ Additional deposit to be made by or days from
Effective Date.

(c) Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ Other:

(e) \$ Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds
paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

☒ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit
used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify:)
prorating areas of less than a full unit. The purchase price will be \$ 60,000.00 per unit based on a calculation of
total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph
8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

3. CASH/FINANCING: (Check as applicable) ☒ (a) Buyer will pay cash for the Property with no financing contingency.

☐ (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the
"Financing") within days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever
occurs first) (the "Financing Period"). Buyer will apply for Financing within days from Effective Date (5 days if left blank)
and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after
using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this
Contract. Upon cancellation, Buyer will return to Seller all title evidence, surveys and association documents provided by
Seller, and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
Buyer will pay all loan expenses, including the lender's title insurance policy.

☐ (1) New Financing: Buyer will secure a commitment for new third party financing for \$ or
% of the purchase price at the prevailing interest rate and loan costs. Buyer will keep Seller and Broker fully
informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all
such information to Seller and Broker.

☐ (2) Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the
amount of \$, bearing annual interest at % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally
accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

☐ (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before May 31, 2017, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:** **Seller** will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

(b) **Buyer Costs:** **Buyer** will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: _____.

(c) **Title Evidence and Insurance: Check (1) or (2):**

☒ (1) **Seller** will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence. ☒ **Seller** ☐ **Buyer** will select the title agent. ☒ **Seller** ☐ **Buyer** will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.

☐ (2) **Seller** will provide title evidence as specified in Paragraph 8(a)(2). ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) **Tax Withholding:** **Buyer** and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may require **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

PROPERTY CONDITION

6. LAND USE: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) **Government Regulation:** **Buyer** is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) **Inspections: (check (1) or (2) below)**

☒ (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for * see additional terms _____ use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

3.2.f

zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

Seller gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to **Seller** all reports and other work generated as a result of the Inspections.

Buyer will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(d) **Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as *see additional terms; covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will, prior to closing, deliver to **Buyer** **Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) **Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. **Seller** will have 30 days from

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

3.2.f

receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) **Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller**, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal construction control line, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the property, unless **Buyer** waives this requirement in writing.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. **Time is of the essence for all provisions of this Contract.** All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

10. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

11. COMPLETE AGREEMENT: This Contract is the entire agreement between **Buyer** and **Seller**. **Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: **Buyer** may not assign this Contract without **Seller's** written consent. The terms "**Buyer**," "**Seller**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of **Buyer**, **Seller** and **Broker**.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) **Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. **Seller** will also be liable to **Broker** for the full amount of the brokerage fee. (b) **Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and **Broker** will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) **Disputes concerning entitlement to deposits made and agreed to be made:** **Buyer** and **Seller** will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. **Buyer** and **Seller** will be bound by any resulting settlement or order.

(b) **All other disputes:** **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

ESCROW AGENT AND BROKER

15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

Real Estate Licensee

Real Estate Licensee

Broker / Brokerage fee: (\$ or % of Purchase Price)

Broker / Brokerage fee: (\$ or % of Purchase Price)

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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322 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

323 OFFER AND ACCEPTANCE

324* (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)

325 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
 326* copy delivered to Buyer no later than _____ ☐ a.m. ☐ p.m. on _____, _____, this offer will be
 327 revoked and Buyer's deposit refunded subject to clearance of funds.

328* Date: _____ Buyer: _____ Tax ID/SSN: _____
 329* Print name: _____

330* Date: _____ Buyer: _____ Tax ID/SSN: _____
 331* Print name: _____

332* Phone: _____ Address: _____

333* Fax: _____

334* Date: _____ Seller: _____ Tax ID/SSN: _____
 335* Print name: _____

336* Date: _____ Seller: _____ Tax ID/SSN: _____
 337* Print name: _____

338* Phone: _____ Address: _____

339* Fax: _____

340* ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
 341* copy of the acceptance to Seller by 5:00 p.m. on _____, _____). ☐ Seller rejects Buyer's offer.

342* Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)

343* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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

**City Commission
Resolution**

MEETING DATE: November 15, 2016
FROM: Joseph Forte
SUBJECT: Resolution 2016-R-72 A Resolution of the Board of Directors of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving the Sale of 9.42 Acres Located at 1200 Center Avenue, Holly Hill, Florida.
NUMBER: (ID # 1502)
APPLICANT:
PLANNER:

DISCUSSION:

The City / CRA purchased 1200 Center Avenue in January of 2012 for \$1,500,000, approximately \$60,000.00 per acre. Since acquiring the property, the City continues to maintain the property with a landscape service costing \$30,000.00 each year.

The purchase of the twenty five (25) acre site and the expansion of the boundary of the CRA district to include this site were recommended in the CRA Master Plan for this property.

In May 2012 the City of Holly Hill hired Smith + Murray Studios, Inc., to complete an analysis and recommend preferred development plans for the property. This development plan was approved by the City Commission and incorporated into the CRA Master Plan in December, 2013.

The CRA Master Plan states: *“the City of Holly Hill will be redeveloped as a City that has a strong urban and civic core which reflects traditional and family values; is business friendly supporting employment opportunities and services; protects and enhances residential areas; is environmentally sensitive, supporting green building and conservation initiatives; and provides quality parks, recreation programming and open spaces.”*

FEASIBLE USES, ECONOMIC DEVELOPMENT POTENTIAL, AND NEXT STEPS

Overall Next Steps:

“The City, in coordination with the County and the State, can begin to assemble an incentives “toolbox” appropriate for the identified use. In its FY 2012-2013 proposed budget, the City of Holly Hill has allocated \$1.5 million general fund allocation for “Private Organization / Grant & Aids. The intention of this fund is to incent local business to expand and new business to locate in the City based on the magnitude of new jobs and new property tax revenue generated, and can be leveraged to attract potential operators or developers. “

For several years, the property has been marketed by the contractual Economic Development Director using Loopnet, visiting with developers at conferences and utilizing other resources available to her. Unfortunately, the city has not received any significant interest.

However, last year the City entered into a purchase and sale agreement with Fountainhead, LLC. to acquire the property for the purpose of developing a campus like setting to relocate the Synergy Billing headquarters anticipated to employ over 400 people by 2026 and to expand the site to develop a daycare, medical clinic, café and other related businesses.

Over the past year City staff and representative from Fountainhead, LLC. have been discussing and negotiating the terms and conditions of the sale of this property and incentives being made available to the developer to bring the business headquarters and 400 employee to Holly Hill. Due to the extended time period of negotiations and changes to the development plan, the purchase and sale agreement had expired.

On Sunday, July 12, 2015 the property located at 1200 Center Avenue was originally advertised in the Daytona News Journal, in accordance with Florida State Statute, seeking proposals for the sale and development of this property. Responses were due to the City no later than August 11, 2015.

Fountainhead Developers was the only proposal the city received by the due date. The preferred development scenario, in the Mater Plan, included a mixed use concept of which, many of the elements in the Fountainhead proposal fall well within the recommendations of the consultant.

The City has received an offer to purchase the property at 1200 Center Avenue from Jayson Meyer, owner of Synergy Billing, which is currently located on LPGA Blvd. just west of Jimmy Ann Drive. Synergy Billing is an established medical billing office currently employing nearly 100 people. Their plans are to build a campus style community where employees can live in the onsite apartment complex and walk to work. An onsite daycare facility will help accommodate child care needs and an onsite cafe will be available to employees and the general public. In addition, a health clinic is proposed to help serve the under insured population living in Holly Hill and the surrounding area.

Synergy Billing is anticipating its growth to exceed approximately 400 employees by the year 2020. With this anticipated growth, Synergy Billing is looking to expand their office environment by renovating the existing gymnasium and media center into class “A” office space immediately upon purchase. As growth occurs, additional office building space will be constructed.

The complex also anticipates an educational facility that will train people in the field of medical coding and billing. Successful participants may transition into full time employment with Synergy Billing or move on to other employment opportunities with real world experience in medical coding and billing.

The details of the conceptual plan, CRA Agreement, MPUD and subsequent details are being presented to the Board of Planning and Appeals (BOPA) and are a contingency to the sale of this property.

FISCAL ANALYSIS:

See attached incentives agreement.

STAFF RECOMMENDATION:

Authorize the City Manager to execute and sign an agreement to sell approximately 9.42 acres of

the property located at 1200 Center Ave, Holly Hill, FL 32117 for \$60,000.00 per acre, with consideration for all Additional Terms listed in the Agreement.

COMMISSION GOAL:

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE RESOLUTION 2016-R-72, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SALE OF THE PROPERTY.

ATTACHMENTS:

- Fountainhead Sale Agreement for November 15, 2016 (PDF)

Resolution No. (ID # 1502)**RESOLUTION 2016-R-72 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SALE OF 9.42 ACRES LOCATED AT 1200 CENTER AVENUE, HOLLY HILL, FLORIDA.****RESOLUTION 2016-R-72**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SALE OF 9.42 ACRES LOCATED AT 1200 CENTER AVE, HOLLY HILL, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill and the Holly Hill Community Redevelopment Agency purchased the property located at 1200 Center Avenue in January, 2012 for \$1,500,000.00, approximately \$60,000.00 per acre; and

WHEREAS, in accordance with the laws of the State of Florida, the CRA advertised the sale of 1200 Center Ave on Sunday, July 12, 2015; and

WHEREAS, the City Commission and the Community Redevelopment Agency had approved a purchase and sale agreement with Synergy Billing on September 22, 2015 which has since expired; and

WHEREAS, the City Commission and the Community Redevelopment Agency believes it is in the best interest of the City to sell the Subject Property through negotiated sale.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Holly Hill Community Redevelopment Agency hereby approves selling 9.42 acres of the property located at 1200 Center Avenue, Holly Hill, Florida 32117 by negotiated sale price, and authorizes the City Manager to execute a purchase and sale agreement.

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

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 15th day of NOVEMBER, 2016.

Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®



PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: City of Holly Hill/Holly Hill Community Redevelopment Agency ("Seller")
and Fountainhead, LLC ("Buyer")

agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 1200 Center Avenue, Holly Hill, Florida

Legal Description:

See Attached Exhibit A

including all improvements and the following additional property:

N/A

PRICE AND FINANCING

2. PURCHASE PRICE: \$ payable by Buyer in U.S. funds as follows:

- (a) \$ 10,000.00 Deposit received (checks are subject to clearance) _____, _____ by
_____ for Jeffery C. Sweet Trust Account ("Escrow Agent")
Signature Name of Company
- (b) \$ Additional deposit to be made by _____, _____ or _____ days from
Effective Date.
- (c) Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)
- (d) \$ Other: _____
- (e) \$ Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds
paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

☒ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit
used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify: _____)
prorating areas of less than a full unit. The purchase price will be \$ 60,000.00 per unit based on a calculation of
total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph
8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

3. CASH/FINANCING: (Check as applicable) ☒ (a) Buyer will pay cash for the Property with no financing contingency.

☐ (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the
"Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever
occurs first) (the "Financing Period"). Buyer will apply for Financing within _____ days from Effective Date (5 days if left blank)
and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after
using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this
Contract. Upon cancellation, Buyer will return to Seller all title evidence, surveys and association documents provided by
Seller, and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
Buyer will pay all loan expenses, including the lender's title insurance policy.

☐ (1) New Financing: Buyer will secure a commitment for new third party financing for \$ _____ or
_____ % of the purchase price at the prevailing interest rate and loan costs. Buyer will keep Seller and Broker fully
informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all
such information to Seller and Broker.

☐ (2) Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the
amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally
accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

Buyer (_____) and Seller (_____) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.



mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

☐ (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before May 31, 2017, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:** **Seller** will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

(b) **Buyer Costs:** **Buyer** will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: _____.

(c) **Title Evidence and Insurance: Check (1) or (2):**

☒ (1) **Seller** will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence. ☒ **Seller** ☐ **Buyer** will select the title agent. ☒ **Seller** ☐ **Buyer** will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.

☐ (2) **Seller** will provide title evidence as specified in Paragraph 8(a)(2). ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) **Tax Withholding:** **Buyer** and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may require **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

PROPERTY CONDITION

6. LAND USE: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) **Government Regulation:** **Buyer** is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) **Inspections: (check (1) or (2) below)**

☒ (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for * see additional terms use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and

Buyer (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

Seller gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) release to **Seller** all reports and other work generated as a result of the inspections.

Buyer will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(d) **Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as * see additional terms: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will, prior to closing, deliver to **Buyer** **Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) **Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. **Seller** will have 30 days from

Buyer () and **Seller** () acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) **Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller**, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal construction control line, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the property, unless **Buyer** waives this requirement in writing.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. **Time is of the essence for all provisions of this Contract.** All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

10. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

11. COMPLETE AGREEMENT: This Contract is the entire agreement between **Buyer** and **Seller**. **Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: **Buyer** may not assign this Contract without **Seller's** written consent. The terms "**Buyer**," "**Seller**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of **Buyer**, **Seller** and **Broker**.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) **Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. **Seller** will also be liable to **Broker** for the full amount of the brokerage fee. (b) **Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and **Broker** will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) **Disputes concerning entitlement to deposits made and agreed to be made:** **Buyer** and **Seller** will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through **mediation**. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. **Buyer** and **Seller** will be bound by any resulting settlement or order.

(b) **All other disputes:** **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding **arbitration** in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

ESCROW AGENT AND BROKER

15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

Real Estate Licensee

Real Estate Licensee

Broker / Brokerage fee: (\$ or % of Purchase Price)

Broker / Brokerage fee: (\$ or % of Purchase Price)

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

-This Contract is contingent on an MPUD rezoning being submitted by Buyer by November 4, 2016, reviewed by the City's Planning Board at its December 5, 2016 meeting and approved by the City Commission no later than February 28, 2017. If any one of the above dates is not met, either party has the rights to terminate this Contract.

-The Buyer shall submit a subdivision application to create the Property which must be approved before the closing date.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

VAC-6 10/00

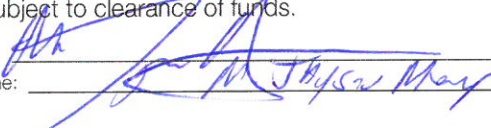
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This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

(Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)
Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy delivered to Buyer no later than ☐ a.m. ☐ p.m. on _____, this offer will be revoked and Buyer's deposit refunded subject to clearance of funds.

Date: 11/9/2016 Buyer:  Tax ID/SSN: _____
Print name: _____

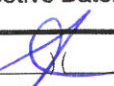
Date: _____ Buyer: _____ Tax ID/SSN: _____
Print name: _____
Phone: _____ Address: _____
Fax: _____

Date: _____ Seller: _____ Tax ID/SSN: _____
Print name: _____

Date: _____ Seller: _____ Tax ID/SSN: _____
Print name: _____
Phone: _____ Address: _____
Fax: _____

☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy of the acceptance to Seller by 5:00 p.m. on _____). ☐ Seller rejects Buyer's offer.

Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)

Buyer () and Seller () () acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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Attachment: Fountainhead Sale Agreement for November 15, 2016 (1502 : CRA - Sale of 9.42 Acres Located at 1200 Center Ave)



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

**City Commission
Agenda Item**

MEETING DATE: November 15, 2016
FROM: Kurt Swartzlander
SUBJECT: Insurance Agent of Record RFQ Award of Contract
NUMBER: (ID # 1496)
APPLICANT:
PLANNER:

DISCUSSION: The city's current contract with Brown & Brown for agent of record services is set to expire at the end of November and has no options for time extensions. City staff issued an RFQ for agent of record services for a new contract for these services and had three respondents. Brown & Brown, Florida League of Cities, and Reames Employee Benefit Solutions. The evaluation committee reviewed and unanimously made the following rankings:

- 1) Brown & Brown
- 2) Reames Employee Benefit Solutions
- 3) Florida League of Cities

The review committee did not feel that the League of Cities submittal met the requirements of the City's RFQ criteria and was too limited in its scope of services to meet the City's needs. After review the City feels that based on the criteria established in the RFQ that Brown & Brown submittal more closely meets the needs of the City of Holly Hill. This decision is based primarily on a higher level of municipal experience and a larger number of rankings as a preferred vendor status among insurance providers(both medical and ancillary programs) as shown in the Brown & Brown submittal.

FISCAL ANALYSIS: The proposed amount of \$35,000 from Brown and Brown is the current budgeted annual amount.

STAFF RECOMMENDATION: Award the agent of record services contract to Brown and Brown.

COMMISSION GOAL:

Goal #1:

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

MOTION: Authorize the City Manager to execute the agreement for agent of record

services with Brown & Brown Insurance.

- Brown & Brown Submittal (PDF)
- FL League of Cities Submittal (PDF)
- Reames Employee Benefits Solutions Submittal (PDF)

COPY



REQUEST FOR QUALIFICATIONS
City of Holly Hill

PROJECT NAME:

Agent of Record Services for
Employee Benefit Programs

BID BOND REQUIRED: NO

PERFORMANCE BOND REQUIRED: NO

The City of Holly Hill requests qualifications for Agent of Record Services for Employee Benefits Programs effective December 1, 2016. All responses should include one (1) original, which shall be clearly marked as the original, and three (3) copies.

Refer all technical questions regarding this bid to:

Diane Cole
Human Resources Manager
1065 Ridgewood Avenue
Holly Hill, FL 32117

RFQ Question Deadline: 10/24/16 5:00pm

RFQ CLOSING DATE: 11/01/16

RFQ CLOSING TIME: 2:00 PM

All submittals must be received prior to the date and the time shown above.

REQUEST FOR QUALIFICATIONS

The following must be completed, signed, and returned as part of your submittal. Submittals will not be accepted without this form, signed by an authorized agent of the bidder, and delivered by bid closing date and time.

COMPANY NAME: BROWN & BROWN INSURANCE
MAILING ADDRESS: 220 SOUTH RIDGEWOOD AVENUE
CITY, STATE, ZIP: DAYTONA BEACH, FL 32114
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-0691921
TELEPHONE NUMBER: 386-239-5724 FACSIMILE NUMBER: 386-323-9116
EMAIL: JSCOTT@BBDAYTONA.COM

PRIMARY CONTACT INFO FOR CONTRACT MANAGEMENT: Employee Benefits Program

NAME: JESSICA SCOTT
MAILING ADDRESS: 220 SOUTH RIDGEWOOD AVENUE
CITY, STATE, ZIP: DAYTONA BEACH, FL 32114
TELEPHONE NUMBER: 386-239-8836 FACSIMILE NUMBER: 386-323-9138
EMAIL: JSCOTT@BBDAYTONA.COM

Attachment: Brown & Brown Submittal (1496 : Insurance Agent of Record RFQ Award)

I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A SUBMITTAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS REQUEST FOR QUALIFICATIONS AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS REQUEST FOR QUALIFICATIONS FOR THE BIDDER.

AUTHORIZED SIGNATURE: _____



TYPED OR PRINTED NAME: STEVE FARMER

TITLE: EXECUTIVE VICE PRESIDENT/PROFIT CENTER LEADER

DATE: 10/31/16

Attachment: Brown & Brown Submittal (1496 : Insurance Agent of Record RFQ Award)

INTRODUCTION: The City of Holly Hill is seeking submittals from established qualified Insurance Agents of Record to service the City's Employee Benefits Programs. The Agent of Record selected will be responsible for performing all services as outlined in the scope of services in response to this RFQ. This RFQ is for Agent of Record services only. It is not a request for quotes.

Section A: Information to Proposers

A.01 Opening date time and location

Submittals must be received by the City of Holly Hill no later than 2 PM on 11/01/16 in order to be considered. The names of the firms submitting submittals will be read aloud at this time. All interested parties are invited to attend this opening.

A.02 Submittal information

Copies of the submittal documents may be requested directly from the City Clerk's office at the City of Holly Hill. If you have any questions regarding this submittal, please contact Diane Cole at the City of Holly Hill.

Address: 1065 Ridgewood Avenue
Holly Hill, FL 32117

Phone number: (386) 248-9440

E-mail: dcole@hollyhillfl.org

Fax number: (386) 248-9498

A.03 Submittal form delivery requirements

Any submittal received after the stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their submittal delivered to the City of Holly Hill for receipt on or before the stated time and date. The City of Holly Hill is not responsible for the submittals sent via US Mail. Submittals delayed by mail will not be considered nor opened.

A.04 Clarification & Addend

Each proposer shall examine all requests for submittal documents and shall judge all matter relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the request for qualifications shall be made, in writing, through the Human Resources Department. Requests for information will be accepted up to three (3) days prior to the RFP opening date. The City shall not be responsible for oral interpretations given by any City employee, representative or others. The issuance of written addendum is the only official method whereby interpretation, clarification or additional information can be given. The City will make every reasonable attempt to notify all bidders of any

issued addenda however, it shall be the sole responsibility of each proposer, prior to submitting their submittal, to contact the City of Holly Hill to determine if addenda were issued and to make such addenda a part of the submittal.

A.05 Sealed and Marked

One original signed submittal, signed in blue ink, and 3 signed copies of the submittal shall be submitted in (1) sealed package, clearly marked on the outside "REQUEST FOR QUALIFICATIONS" Agent of Record for Employee Benefit Programs: Addressed the to City of Holly Hill.

A.06 Legal Name

Submittals shall clearly indicate the legal name, address and telephone number of the proposer (company, firm and partnership, individual.) Submittals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted submittal.

A.07 Submittal Expenses

All expenses for the preparation and submission of submittals to the City of Holly Hill are to be borne by the proposer.

A.08 Examination of Offer

The examination and evaluation of the submittals may require a minimum period of ten days from the date of opening of the submittals.

A.10 Reserved Rights

The City reserves the right to accept or reject any and or all submittals, to waive the irregularities and technicalities as long as such waiver would not adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the intent of competitive bidding or to request resubmission. The City shall select the submittal that is in the best interest of the city as determined in the City's sole discretion and its decisions shall be final. The City reserves the right to make such investigations as it deems necessary in order to determine the ability of any proposer to perform the services requested. Any additional information the City deems necessary to make this determination shall be provided by the proposer.

A.11 Applicable Laws

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida, Ordinances and regulations of the City of Holly Hill will apply to any resulting agreement.

A. 12 Form Agreement

Attached hereto marked as Exhibit "B" is a form agreement that the selected Agent of Record will be expected to execute. By submitting a submittal all bidders agree to the terms and conditions of the said form agreement.

A.13 Collusion

By offering a submission to this Request for Qualifications, the proposer certifies the proposer has not divulged to, discussed or compared his submittal with other proposers and has not colluded with any other proposer or parties to this submittal whatsoever.

A.14 Submittal Forms

Submittals must be submitted on the forms provided and in the format specified in this Request for Qualifications.

A.15 Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a submittal to a public entity to perform work as a contractor, supplier, subcontractor, or Agent of Record under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

A.16 Assignment

Agent of Record, his/her assigns or representative, shall not enter into any agreements with third parties to delegate any or all of the responsibilities or rights herein set forth without prior written approval of the City.

A.17 Prime Firm Responsibilities

The selected Agent of Record will be required to assume responsibility for all services offered in their submittal.

AGENT OF RECORD SERVICES FOR EMPLOYEE BENEFIT PROGRAMS

Section I. PROJECT DESCRIPTION

The City of Holly Hill is requesting submittals from qualified firms to provide Agent of Record Services for the Employee Benefit Programs. The benefit programs include Medical, Dental, Vision, Life, and Voluntary Benefit Services.

Section II. SCOPE OF SERVICES

The City of Holly Hill is seeking a qualified Agent of Record for the purpose of reviewing and evaluating ongoing employee benefit programs to assure such programs are complying with all Federal, State, and Local rules. The Agent of Record will be expected to assess cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City of Holly Hill. Employee benefit programs include Medical, Dental, Vision, Life, and Voluntary Benefit Services. The Agent of Record will advise on current trends or innovative programs that may be of interest to or benefit the City of Holly Hill employee benefit programs. The City of Holly Hill reserves the right to add, modify, or delete coverages as determined to be in the best interest of the city. All coverages are to be proposed to the City net of commission. Included within the scope of services the Agent of Record will facilitate claim review and coverage issues as requested

Please provide the City of Holly Hill with the Scope of Services that your agency will provide as the Agent of Record for the Employee Benefits Program. Please do not exceed one page.

METHODOLOGY: Employee Benefits Insurance Scope of Services

- Dedicated team of staff available 24/7, including Vice President, Marketing Analyst, Account Manager and Implementation Specialist
- Dedicated Account Manager available for insurance issues, questions and compliance consulting
- Respond to issues on the same day with a resolution turn-around time of 24 hours
- Dedicated Marketing Manager to conduct full market search on an annual basis
- Assist with Healthcare Reform education and compliance, including on-site and regional seminars
- Free ACA Reporting Services
- Assist in planning and conducting open enrollment meetings
- Online Enrollment Options
- Seminars to update clients of the latest trends in health care
- Dedicated Implementation Specialist for special insurance projects
- Design and implement Wellness Programs, including on-site and near-site clinics
- Plan design consultation and analysis and claims analysis and review
- Access to insurance company pilot programs, proprietary programs, proprietary programs, and preferred pricing
- Network disruption analysis
- Review and implementation of complete cost containment procedures where applicable
- Preparation of renewal submission, detailed claims analysis, and explanation of large claims. Target to market at least 150 days prior to the effective date
- Preparation of marketing analysis proposal
- Provide actuarial services and underwriting analysis
- Negotiate renewal rates on an annual basis for the most comprehensive coverage at the most cost-effective premium. Negotiations to include incumbent carriers and new carriers
- Customized Universal Enrollment Forms/ Benefits at a Glance Summaries for Employees
- Employee Satisfaction Surveys
- Act as a resource for hardship provisions or late entrants
- Ensure implementation of policy changes with carrier(s)
- Inform client of changing conditions in the insurance marketplace, financial strength and performance of all Insurers
- Review renewal contracts for accuracy
- Ongoing compliance assistance with state and federal mandates
- Benchmarking Analysis
- Monitor HIPAA, COBRA, FMLA, ERISA and EEOC mandates to ensure documents are in compliance
- Provide vendor notifications to clients including recalls on drugs, network additions and deletions, etc.

Section III.

Where applicable please check the correct response:

Q1. Is the Agent of Record properly licensed by the State of Florida; currently in good standing with the State of Florida Department of Insurance and all other applicable regulatory entities to conduct business in the state and provide the required services requested.

A1: ☒ Yes ☐ No

Q2. Does the Agent of Record have a minimum of five (5) years experience in providing governmental insurance services?

A2 ☒ Yes ☐ No

Section III. (Continued)

Q3. Has the Agent of Record had municipal clients within the last ten (10) years?

A3 ☒ Yes ☐ No

If yes, please provide a list five (5) clients below.

CITY OF ORMOND BEACH
CITY OF DAYTONA BEACH
CITY OF HOLLY HILL
CITY OF PALM COAST
CITY OF EDGEWATER

Q4. Can the Agent of Record produce reference contacts from municipal clients serviced within the past ten (10) years?

A4 ☒ Yes ☐ No

If yes, please list entity name(s), contact name(s) and contact phone number(s) below. **NOTE:** Contacts listed will be validated.

CITY OF ORMOND BEACH
CLAIRE WHITLEY, HUMAN RESOURCES DIRECTOR
386-676-3202

CITY OF DAYTONA BEACH
MARK JONES, RISK MANAGER

386-671-8231

CITY OF PALM COAST
WENDY CULLEN, HUMAN RESOURCES DIRECTOR
386-986-3720

CITY OF EDGEWATER
JULIE CHRISTINE, HUMAN RESOURCES DIRECTOR
386-424-2400 EXT 1701

Q5. As an Agent of Record, do you have benefit seminar planning experience?

A5 X Yes ☐ No

Q6. As an Agent of Record, do you understand the Scope of Services?

A6 X Yes ☐ No

Q7. As an Agent of Record have you had government experience with the following types of insurance and service?

A1. Agent of Record:

Medical:	X Yes	☐ No
Vision:	X Yes	☐ No
Dental:	X Yes	☐ No
Long Term Disability:	X Yes	☐ No
Life:	X Yes	☐ No
Flexible Spending Plan:	X Yes	☐ No
Claims Services:	X Yes	☐ No
Voluntary Benefits Services:	X Yes	☐ No

Q8. Have Agent of Record or any member of your agency ever been indicted, convicted, plead guilty or plead no contest to the commission of a felony?

A2. ☐ Yes X No

Q9. As an Agent of Record, does your agency hold a minimum of five million dollars in professional errors and omissions liability insurance?

A9: X Yes ☐ No

If not, what is the limit? _____

Q10. Have Agent of Record or any member of your agency been involved in any claim or litigation with any Federal, State or Local Government or Private Entity?

A10. X Yes ☐ No

Q11. As an Agent of Record, do you have preferred status with the insurance carriers? If so, please list which carriers and at what level:

A11. **Carrier: Preferred Status with Carrier:**

Medical Carriers

Aetna – Tier 1/Highest level
 Benecon/Veris – Brown & Brown's proprietary public entity consortium
 AvMed – Highest level
 Blue Cross Blue Shield – Blue Diamond/Highest level
 Capital Health Plans – Highest level
 Cigna – Preferred Broker/Highest level
 Florida Hospital Care Advantage – Highest level
 Health First Health Plans – Highest level
 Florida Healthcare - Highest level
 Humana - Highest level
 United Healthcare - Platinum Broker/Highest level

Ancillary Carriers

Advantica – Highest level
 Aetna – Tier 1/Highest level
 AIG– Highest level
 Ameritas– Highest level
 Assurant– Highest level
 Axa– Highest level
 Cigna– Highest level
 Delta Dental– Highest level
 Eyemed– Highest level
 Florida Combined Life– Highest level
 Guardian – Highest level
 Hartford– Highest level
 Humana– Highest level
 Lincoln– Highest level
 Metlife – Highest level
 Mutual of Omaha– Highest level
 Principal– Highest level
 Prudential – Highest level
 Reliance Standard– Highest level
 Standard– Highest level
 Solstice– Highest level
 Sunlife– Highest level

Superior Vision– Highest level
 Symetra– Highest level
 United Concordia– Highest level
 United Healthcare– Platinum Broker/Highest level
 Unum– Highest level
 VSP– Highest level

Q11. Who will be the City's principal contact(s) for this project? Provide name, title, and a brief description of the individual(s) experience in brokering benefit coverage.

Jessica Scott, Vice President Employee Benefits Department

Phone: (386) 239-8836, Fax: (386) 323-9138, Email: Jscott@bbdaytona.com

Jessica would have ultimate responsibility for the year-round management of The City's account beyond the services provided at renewal to ensure a strong partnership with The City of Holly Hill. Jessica began her career at the headquarters of Brown & Brown, Inc. in 2006. As an Account Executive, Jessica was responsible for new business sales, marketing of insurance plans, claims analysis, vendor negotiations, and service for her current book of business. Jessica has grown her client base to a \$2.0 million dollar book of business through her tough negotiating skills and rock solid relationships with virtually all national and local carriers. Jessica was quickly promoted to Vice President, where she is responsible for overseeing all aspects of procurement and maintenance of her clients' employee benefit programs and has consistently held top honors at Brown & Brown, Inc. within the sales organization for her dedicated commitment to her clients and their employee benefit needs. Jessica specializes in public entity business and services several of these types of clients statewide.

Jessica would play a direct role in the following:

- Analyzing, designing, marketing and negotiating with insurers (underwriters & actuaries) and other service providers at renewal for all lines of coverage.
- Providing preliminary renewal data for budgeting purposes prior to contract renewal
- Reviewing the City's policies and endorsements for accuracy
- Communicating with the City's decision makers regarding all aspects of the insurance placement and benefit enrollment process.
- Providing claims analysis to monitor how the City's benefit plans are being used and the financial impact
- Assisting the City's management with long-range planning & strategies to reduce costs
- Benchmarking the City's programs offered by local entities of similar size and scope
- Attending the City's budget and/or other negotiation meetings, as needed.
- Creating and managing wellness initiatives
- Ensuring ACA compliance and education in all areas

Jessica has been involved with public entity accounts for over 10 years.

Day- to- day service is provided by Jessica along with Clare Sapp, (Account Manager), Brenda Thurston,(Marketing Manager) and Brandon Savage, (Risk Management).

The Daytona Beach office is 3 miles from Holly Hill's City Hall.

Jessica received her Bachelor of Arts degree from Furman University in Greenville, SC.

She holds her 2-15 License for Life, Health and Variable Annuities.

Clare Sapp, GBA, Senior Account Representative

Phone: (386) 239-7231, Fax: (386) 323-9129, Email: CSapp@bbdaytona.com

Clare will be the City of Holly Hill's Dedicated Account Manager. She is the Service Leader for Brown & Brown's Risk Management and Public Entity Division and works with several public entity clients directly. She has over 21 years of insurance industry experience and holds a Florida Life & Health License. Clare's experience as an insurance professional includes time as a Consultant, Project Manager, Legal Assistant, Human Resources, and Senior Account Manager *specializing in Public Sector Accounts*.

Areas of specialization include:

- Public Entity Employee Benefit Compliance
 - Providing guidance on employee benefit legislation, regulation and procedures to ensure compliance with HIPAA, ACA, and DOL requirements
- Alternate Funding Mechanisms and Self-Funding
- Patient Protection & Affordable Care Act (ACA or National Healthcare Reform)
- Claims Advocacy & Assistance
 - Assisting employees in settling claims disputes and/or grievances
 - Assisting employees with care coordination, prior authorization approval, verifying benefits with provider and accessing specialized provider services
- Enrollment & Eligibility
 - Assisting with the processing of enrollments, terminations, changes & COBRA notifications as needed
 - Assisting with benefit orientation meetings, annual open enrollment meetings and benefit fairs
- Ensuring timely issuance of any new or amended policies from carriers
- Maintaining and providing benefit summaries on all lines of coverage
- Drafting employee communication materials as needed
- Expediting employer resolution of contractual, coverage, eligibility and billing disputes
- Providing expert information regarding benefits issues
- Development of benefit surveys
- Administering any special projects, as it relates to insurance

Brandon Savage, Director of Risk Management**Phone:** (386) 239-7241, **Email:** bsavage@bbdaytona.com

Brandon will provide claims analysis to assist the City in understanding how the medical plans are running and how to budget for renewal. Brandon has 15 years of insurance industry experience specializing in data analytics. He is an alumnus of the State University of New York and holds a Florida Life & Health License.

Brenda Thurston, AIAM, Marketing Manager**Phone:** (386) 239-7230, **Fax:** (386) 323-9163, **Email:** BThurston@bbdaytona.com

Brenda will be responsible for the City's renewal marketing process. She has over 16 years of employee benefits experience and leads our Marketing Department of 12 employees. She holds a Florida Life & Health License and earned the Associate in Insurance Account Management (AAIM) designation from the Florida Association of Insurance Agents. Brenda has significant knowledge regarding the Florida market as a whole as well as relationships with all Central Florida major carriers.

Areas of specialization include:

- Public Entity Insurance Bid Processes
- Medical, Dental, Vision, Life, Disability, and Voluntary Products
- Fully Insured Plans, Partially Self-Funded Plans, and Self-Funded Plans
- Carrier Negotiations

Section IV

A Submittal Evaluation Committee will review and evaluate each submittal. The most qualified agency will be selected to provide the services to the City of Holly Hill based upon, but not limited to, the following evaluation criteria: Experience of professional personnel; Past and present performance with other municipalities; Litigation History. Submittal evaluation shall be based on the following:

Evaluation Criteria

- A. Municipal experience and public sector client base
- B. Scope of Services offered
- C. Completion and clarity of information in the submittal
- D. Preferred Status with Insurance Carriers
- E. Proof of Insurance
- F. Location of Physical Offices/Ability to service the City of Holly Hill

The evaluation criteria will be reviewed by the evaluation committee. The City shall in addition to price consider other factors such as competency, financial capability, quality of service, past performance, qualifications and other factors listed under evaluation criteria. This process will culminate with the identification of those considered to be the best qualified to partner with the City in providing the desired services and will be presented to the City commission for award of the bid. The City Commission's award is final. Accordingly, since other factors in addition to price will be considered, the City reserves the right to award the contract to other than the Vendor submitting the lowest price submittal, to accept or reject any submittal or portion thereof, and to negotiate or not negotiate with any firm.

Section V

The submittal shall be organized in binder form using index tabs to correspond to the following required information:

1. Methodology – A brief summary demonstrating an understanding of the services required and a planned approach to achieve those directives.
2. Submittal Form – Section III, Qualifications / Evaluation Criteria of this RFP **must be returned, each page initialed**, with your submittal.
3. Other Information – Include copies of all applicable licenses and Errors and Omissions certificate.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JESSICA SCOTT

License Number : P076149

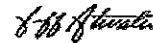
Resident Insurance License

• 0215 - LIFE INCL. VAR. ANNUITY & HEALTH

Issue Date

12/16/2006

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.



Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

BRENDAM THURSTON

License Number : D031408

Resident Insurance License

• 0240 - HEALTH
• 0214 - LIFE INCL. VARIABLE ANNUITY

Issue Date

04/15/2000
02/26/2006

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.



Jeff Atwater
Chief Financial Officer
State of Florida

Attachment: Brown & Brown Submittal (1496 : Insurance Agent of Record RFQ Award)

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CLARE MARY SAPP

License Number : D027256

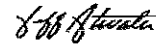
Resident Insurance License

- 0214 - LIFE INCL VARIABLE ANNUITY
- 0240 - HEALTH
- 0218 - LIFE & HEALTH
- 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

01/08/2009
01/08/2009
01/08/2009
01/08/2009

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com> again.



Jeff A. Swartz
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

BRANDON SAVAGE

License Number : P187689

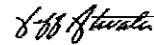
Resident Insurance License

- 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

04/04/2009

Please Note: A licensee may only remain licensed with an active designation by an active holder or employee. If you are active as a licensee then, agent, broker, adjuster, or reinsurer immediately thereafter, you should have an assignment recorded on your own name of file with the Department. If you are the owner of your license, you should contact the Florida Department of Financial Services to receive this license and receive a new license number. This license will expire if you have 48 months without an assignment to your name or otherwise listed. If your company is closed, the individual will be required to re-qualify as a licensee. If the license was obtained by passing a license examination given by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements outlined in FS-2009-1, 10/01/09. Please contact a licensee may have the continuing education requirements completed or renewed by their MyFLS account at www.myfls.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com again.



Jeff A. Swartz
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT of FINANCIAL SERVICES

BROWN & BROWN OF FLORIDA, INC.

220 S RIDGEWOOD AVE
DAYTONA BEACH FL 32114

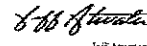
Agency License Number L014257

Location Number: 128098

Issued On 09/07/2006

Pursuant To Section 626.0425, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.


Jeff Anwar
Chief Financial Officer
State of Florida

Attachment: Brown & Brown Submittal (1496 : Insurance Agent of Record RFQ Award)



CERTIFICATE OF LIABILITY INSURANCE

BROWN-3

OP ID: JW

DATE (MM/DD/YYYY)

10/20/2016

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

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

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 M. Decker Youngman		CONTACT NAME: LAURIE KOHLER #16017 PHONE (A/C No. Ext): 386-239-7242 FAX (A/C No): 386-323-9159 E-MAIL ADDRESS: lkohler@bbdaytona.com	
INSURED BROWN & BROWN OF FLORIDA INC P O BOX 2412 DAYTONA BEACH, FL 32115		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Prop & Cas of Amer INSURER B: Continental Casualty Co INSURER C: Travelers Indemnity INSURER D: XL Specialty Ins Inc. INSURER E: INSURER F:	NAIC # 25674 20443 25658 37885

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJ ☐ LOC OTHER:	X	TC2JGLSA9527B87416	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		TC2JCAP9527B86216	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS		6011849429	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N N/A	TC2JUB9517B58016	01/01/2016	01/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C			TRKUB9518B76115	01/01/2016	01/01/2017	
D	INS AGENTS E&O		ELU142465-16	01/01/2016	01/01/2017	EACH LOSS \$ 5,000,000 AGGREGATE \$ 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CITY OF HOLLY HILL IS ADDITIONAL INSURED ON THE GENERAL LIABILITY PER FORM
 CG D2 48 08 05.

CERTIFICATE HOLDER

CANCELLATION

CITY47 CITY OF HOLLY HILL 1065 RIDGEWOOD AVE HOLLY HILL, FL 32117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2014/01)

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EXHIBIT "A"

INSURANCE CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made and entered by and between the City of Holly Hill (City) and Brown & Brown Insurance (Agent of Record).

WITNESSETH

WHEREAS, the City desires to retain and engage an AGENT OF RECORD for the City for employee benefit programs.

WHEREAS, the parties hereto have reached an understanding with each other regarding the professional services to be performed and the compensation to be paid for such services as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) Engagement and Scope of Service. The City hereby retains the Agent of Record and the Agent of Record hereby accepts said engagement for the purpose of providing the City with professional services related to the City's insurance, including but not limited to:

a) Continually review the City's insurances and make recommendations to the City regarding all issues related to the City's insurances, including but not limited to the types of insurance needed, appropriate coverages and appropriate deductibles.

b) Market the insurance coverages on an annual basis including review of coverage forms, terms and conditions.

c) Review all insurance submittals and provide a summary to the City of all relevant information regarding each submittal including an evaluation of the limits, retentions, coverages, exclusions and pricing of all submittals. Agent of Record shall make a written recommendation to the City and

City of Holly Hill V1.0

20 of 25

Initials: JS

Attachment: Brown & Brown Submittal (1496 : Insurance Agent of Record RFQ Award)

detail the basis for the recommendation, including an evaluation of the limits, retentions and coverages. Agent of Record shall also evaluate the financial strength and solvency of each bidder.

d) Assist the City in negotiating coverages, policy language, services, limits, retention and price with a proposed insurer. Provide expertise in negotiations with insurers to obtain acceptable policy terms and conditions and in the preparation of manuscript forms and endorsements.

e) Assist the City to facilitate the review of all claims and to advocate for the City's interest.

f) Assist the City in all disputes with the City's insurance companies and to advocate for the City's interest.

g) Continually review and monitor applicable rules and laws and assure that the City's insurance programs are in compliance with all Federal, State, and Local rules. Ensure that all insurance coverage provided by the City's insurer's at all times meet or exceed the City's requested coverage. Continually monitor the financial strength and solvency of each of the City's insurance companies and advise the City of condition(s) that may adversely impact the insurance company's ability to fulfill its contractual obligations to the City.

h) Assess the cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City.

i) Advise on current trends or innovative programs that may be of interest to or benefit the City.

j) Provide such other assistance as the City may request from the Agent of Record related to the City's insurance.

2) City Insurance. The Agent of Record agrees to provide the service described in Paragraph 1 above for all of the City's insurance, including insurance the City does not currently have but may elect to purchase during the term of this Agreement. The City's insurance shall at a minimum consist of the following:

(a) Employee Benefit Programs. Benefits shall include dental, vision, life, and voluntary benefit services.

3) Duration and Termination. The initial term of this Agreement shall be from 12/01/16 date and shall expire on 12/31/18. The City shall have the right to exercise two (2) successive one (1) year extensions on the same terms and conditions by providing the Agent of Record with written notice at least thirty (30) days before the end of the term of the City's intent to exercise the extension. In the event the City does not provide written notice of intent to exercise the extension, the Agreement shall expire. The Agreement may be terminated during the term as follows:

a. Either party shall have the right to terminate without cause upon providing the other party at least thirty (30) days advance written notice. If the Agent of Record terminates without cause, the Agent of Record shall not be entitled to any compensation from the effective date of termination. The City has the option of waiving the thirty (30) day notice and making the termination effective at an earlier date including up to the date of receipt of the notice. In the event the City terminates without cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated.

b. Either party shall have the right to terminate for cause upon providing the other party written notice outlining in detail the breach(s). The breaching party shall have thirty (30) days from receipt of said notice to correct the breach(s). In the event the breach(s) are not corrected within said period of time, the non-breaching party can terminate immediately upon providing the breaching party a written notice of termination. In the event the City terminates for cause, the Agent of Record shall not be entitled to receive any additional compensation after the effective date of the termination as provided in the written notice of termination. In the event the Agent of Record terminates for cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated. The only basis for the Agent of Record to terminate for cause is in the event the City fails to pay the Agent of Record compensation that is due and owing.

4. Compensation. The Agent of Record shall be paid the total sum of \$70,000 for the services rendered for the duration of the contract.

Year One: \$35,000 Period 12/01/16 - 12/31/17

Year Two: \$35,000 Period 01/01/18 - 12/31/18

Total: \$70,000

Options (if elected by City)

Year Three: \$35,000 Period 01/01/19 - 12/31/19

Year Four: \$35,000 Period 01/01/20 - 12/31/20

One-half of the Annual compensation shall be paid within thirty (30) days of the City purchasing/renewing all insurance covered by this Agreement. The annual balance shall be paid in four equal quarterly installments from the effective date of this Agreement through the end of the annual period. Payment shall be made by the 15th of the first month of the quarter. Agent of Record shall be responsible for all costs it incurs in providing the City the services outlined in this Agreement. Agent of Record shall execute an affidavit(s) at the request of the City attesting that the insurance premiums paid by the City are net of any commission or other benefit paid to the Agent of Record and that the Agent of Record has not received any compensation or any other form of benefit due to the City purchasing said insurance(s) other than the compensation paid by the City.

5. Prohibited Services, Compensation and Conflicts. The Agent of Record hereby represents that the only compensation or any other form of benefit the Agent of Record received or will receive in any way related to the insurance obtained pursuant to this Agreement is the compensation set forth in Paragraph 4 above. The Agent of Record will act in the capacity as a broker, agent or agent of record for any insurance obtained or procured pursuant to this Agreement. At all times the Agent of Record shall avoid any relationship with any of the City's insurance companies that would create or give the appearance of a conflict of interest. Any questionable relationship shall be disclosed to the City and the City shall make the final determination as to whether the relationship creates a conflict of interest. In the event the City determines that a relationship creates a conflict of interest, the Agent of Record shall either not have the relationship with the insurance company or terminate this agreement without cause.

6. Insurance. The Agent of Record shall at a minimum provide the following insurance and the City shall be named as an additional named insured on each policy:

a) Commercial liability insurance in an amount of not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage.

b) Automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Agent of Record, in an amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property.

c) Workers' compensation insurance for all employees of the proposing agency as required by Florida Law to include employee liability of not less than \$500,000 for each occurrence.

d) Errors and omissions liability coverage in an amount of not less than \$5,000,000.

7. Governing Law, Venue, Attorney Fees and Severability. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed by laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for any litigation arising out of or in any way related to this Agreement shall be in State Court, Volusia County, Florida and the Agent of Record specifically waives any Federal Court jurisdiction. The prevailing party in any litigation arising out of or in any way to related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs, including all cost of appeal.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the services to be performed and furnished by the Agent of Record hereunder. No statement, representation, writing understanding or agreement made by either party, or any representative of either party, which is not expressed herein shall not be binding. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions

hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

9. This Agreement shall be effective on December 1, 2016

City of Holly Hill

By: _____

Title: _____

Date: _____

Brown & Brown Insurance

By: SS

Title: EXECUTIVE VICE PRESIDENT

Date: 10/31/16

Attachment: Brown & Brown Submittal (1496 : Insurance Agent of Record RFQ Award)



Florida League of Cities, Inc., Department of Insurance and Financial Services

125 East Colonial Drive, Orlando, FL 32801

Main: 407-425-9142 Toll Free: 1-800-445-6248 Fax: 407-425-9378

www.flcities.com/insurance

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November 1, 2016

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

Re: Request for Qualifications - Agent of Record Services for Employee Benefits Programs

Dear Ms. Cole,

The Florida League of Cities insurance programs were established in 1977 to provide an affordable insurance alternative for the governmental entities of Florida. Over the years, the Florida Municipal Insurance Trust has evolved into one of the largest public entity programs in the United States and is recognized for its outstanding member services.

The Florida League of Cities is your association. We have established all of our programs in response to the needs and requests of our membership. Providing these services has saved our cities money over the past 36 years.

In addition to the cost savings, our proposal will show the significant improvement in services that have been implemented at the specific request of cities/members similar to Holly Hill.

These include:

- Insurance coverage provided by the League in partnership with United Healthcare without the additional fees associated with other fully insured programs.
- Hometown Health is a customized wellness initiative designed by and for cities exclusively. This is provided at no additional cost.
- Hometown Health screenings for your employees are fully funded by the League as part of your program. No additional cost.
- Hometown Health incentive awards for your employees are fully funded by the League as part of your participation. No additional cost.
- On-site services and health coaching provided by the League for your employees. No additional cost.
- Automated online enrollment and billing services provided at no additional cost.

- Claims administration provided directly by the League with claims management support by United Healthcare. League staff provide direct support on claims management – we know you by name.
- League plans are reviewed and fully compliant with the Affordable Care Act.
- The League is providing newsletters to members as well as quarterly webinars to inform City staff on the implementation and impacts of the Affordable Care Act. No additional cost.
- Regional workshops are continually held for member cities for personalized training on the Affordable Care Act. No additional cost.

All of these services are provided currently to members similar to the City of Holly Hill by League staff – your Association.

Florida Statute 112.08 (2)(a) specifically authorizes your City to participate in the Florida League of Cities program. This was designed to assist municipalities in providing quality benefits at the lowest possible cost.

The League has been able to grow and succeed through the support and input from our membership. The services have grown at the request of our members. We have succeeded by providing the highest quality product and services while providing great value.

Sincerely,



Clay Austin
Assistant Director, Trust Services



REQUEST FOR QUALIFICATIONS

City of Holly Hill

PROJECT NAME:

Agent of Record Services for
Employee Benefit Programs

BID BOND REQUIRED: NO

PERFORMANCE BOND REQUIRED: NO

The City of Holly Hill requests qualifications for Agent of Record Services for Employee Benefits Programs effective December 1, 2016. All responses should include one (1) original, which shall be clearly marked as the original, and three (3) copies.

Refer all technical questions regarding this bid to:

Diane Cole
Human Resources Manager
1065 Ridgewood Avenue
Holly Hill, FL 32117

RFQ Question Deadline: 10/24/16 5:00pm

RFQ CLOSING DATE: 11/01/16

RFQ CLOSING TIME: 2:00 PM

All submittals must be received prior to the date and the time shown above.

REQUEST FOR QUALIFICATIONS

The following must be completed, signed, and returned as part of your submittal. Submittals will not be accepted without this form, signed by an authorized agent of the bidder, and delivered by bid closing date and time.

COMPANY NAME: FLORIDA LEAGUE OF CITIES, INC.

MAILING ADDRESS: PO BOX 538135

CITY, STATE, ZIP: ORLANDO, FL 32853-8135

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-6001124

TELEPHONE NUMBER: (407) 489-2222 FACSIMILE NUMBER: (407) 425-9378

EMAIL: ACARPER@FLCITIES.COM

PRIMARY CONTACT INFO FOR CONTRACT MANAGEMENT: Employee Benefits Program

NAME: AARON CARPER

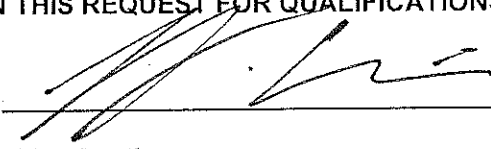
MAILING ADDRESS: PO BOX 538135

CITY, STATE, ZIP: ORLANDO, FL 32853-8135

TELEPHONE NUMBER: (407) 489-2222 FACSIMILE NUMBER: (407) 425-9378

EMAIL: ACARPER@FLCITIES.COM

I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A SUBMITTAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS REQUEST FOR QUALIFICATIONS AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS REQUEST FOR QUALIFICATIONS FOR THE BIDDER.

AUTHORIZED SIGNATURE: 

TYPED OR PRINTED NAME: Clay Austin

TITLE: Assistant Director, Trust Services

DATE: November 1, 2016

INTRODUCTION: The City of Holly Hill is seeking submittals from established qualified Insurance Agents of Record to service the City's Employee Benefits Programs. The Agent of Record selected will be responsible for performing all services as outlined in the scope of services in response to this RFQ. This RFQ is for Agent of Record services only. It is not a request for quotes.

Section A: Information to Proposers

A.01 Opening date time and location

Submittals must be received by the City of Holly Hill no later than 2 PM on 11/01/16 in order to be considered. The names of the firms submitting submittals will be read aloud at this time. All interested parties are invited to attend this opening.

A.02 Submittal information

Copies of the submittal documents may be requested directly from the City Clerk's office at the City of Holly Hill. If you have any questions regarding this submittal, please contact Diane Cole at the City of Holly Hill.

Address: 1065 Ridgewood Avenue
Holly Hill, FL 32117

Phone number: (386) 248-9440

E-mail: dcole@hollyhillfl.org

Fax number: (386) 248-9498

A.03 Submittal form delivery requirements

Any submittal received after the stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their submittal delivered to the City of Holly Hill for receipt on or before the stated time and date. The City of Holly Hill is not responsible for the submittals sent via US Mail. Submittals delayed by mail will not be considered nor opened.

A.04 Clarification & Addend

Each proposer shall examine all requests for submittal documents and shall judge all matter relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the request for qualifications shall be made, in writing, through the Human Resources Department. Requests for information will be accepted up to three (3) days prior to the RFP opening date. The City shall not be responsible for oral interpretations given by any City employee, representative or others. The issuance of written addendum is the only official method whereby interpretation, clarification or additional information can be given. The City will make every reasonable attempt to notify all bidders of any

issued addenda however, it shall be the sole responsibility of each proposer, prior to submitting their submittal, to contact the City of Holly Hill to determine if addenda were issued and to make such addenda a part of the submittal.

A.05 Sealed and Marked

One original signed submittal, signed in blue ink, and 3 signed copies of the submittal shall be submitted in (1) sealed package, clearly marked on the outside "REQUEST FOR QUALIFICATIONS" Agent of Record for Employee Benefit Programs: Addressed the to City of Holly Hill.

A.06 Legal Name

Submittals shall clearly indicate the legal name, address and telephone number of the proposer (company, firm and partnership, individual.) Submittals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted submittal.

A.07 Submittal Expenses

All expenses for the preparation and submission of submittals to the City of Holly Hill are to be borne by the proposer.

A.08 Examination of Offer

The examination and evaluation of the submittals may require a minimum period of ten days from the date of opening of the submittals.

A.10 Reserved Rights

The City reserves the right to accept or reject any and or all submittals, to waive the irregularities and technicalities as long as such waiver would not adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the intent of competitive bidding or to request resubmission. The City shall select the submittal that is in the best interest of the city as determined in the City's sole discretion and its decisions shall be final. The City reserves the right to make such investigations as it deems necessary in order to determine the ability of any proposer to perform the services requested. Any additional information the City deems necessary to make this determination shall be provided by the proposer.

A.11 Applicable Laws

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida, Ordinances and regulations of the City of Holly Hill will apply to any resulting agreement.

A. 12 Form Agreement

Attached hereto marked as Exhibit "B" is a form agreement that the selected Agent of Record will be expected to execute. By submitting a submittal all bidders agree to the terms and conditions of the said form agreement.

A.13 Collusion

By offering a submission to this Request for Qualifications, the proposer certifies the proposer has not divulged to, discussed or compared his submittal with other proposers and has not colluded with any other proposer or parties to this submittal whatsoever.

A.14 Submittal Forms

Submittals must be submitted on the forms provided and in the format specified in this Request for Qualifications.

A.15 Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a submittal to a public entity to perform work as a contractor, supplier, subcontractor, or Agent of Record under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

A.16 Assignment

Agent of Record, his/her assigns or representative, shall not enter into any agreements with third parties to delegate any or all of the responsibilities or rights herein set forth without prior written approval of the City.

A.17 Prime Firm Responsibilities

The selected Agent of Record will be required to assume responsibility for all services offered in their submittal.

AGENT OF RECORD SERVICES FOR EMPLOYEE BENEFIT PROGRAMS

Section I. PROJECT DESCRIPTION

The City of Holly Hill is requesting submittals from qualified firms to provide Agent of Record Services for the Employee Benefit Programs. The benefit programs include Medical, Dental, Vision, Life, and Voluntary Benefit Services.

Section II. SCOPE OF SERVICES

The City of Holly Hill is seeking a qualified Agent of Record for the purpose of reviewing and evaluating ongoing employee benefit programs to assure such programs are complying with all Federal, State, and Local rules. The Agent of Record will be expected to assess cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City of Holly Hill. Employee benefit programs include Medical, Dental, Vision, Life, and Voluntary Benefit Services. The Agent of Record will advise on current trends or innovative programs that may be of interest to or benefit the City of Holly Hill employee benefit programs. The City of Holly Hill reserves the right to add, modify, or delete coverages as determined to be in the best interest of the city. All coverages are to be proposed to the City net of commission. Included within the scope of services the Agent of Record will facilitate claim review and coverage issues as requested

Please provide the City of Holly Hill with the Scope of Services that your agency will provide as the Agent of Record for the Employee Benefits Program. Please do not exceed one page.

Section III.

Where applicable please check the correct response:

Q1. Is the Agent of Record properly licensed by the State of Florida; currently in good standing with the State of Florida Department of Insurance and all other applicable regulatory entities to conduct business in the state and provide the required services requested.

A1: ☒ Yes ☐ No

Q2. Does the Agent of Record have a minimum of five (5) years experience in providing governmental insurance services?

A2 ☒ Yes ☐ No

Section III. (Continued)

Q3. Has the Agent of Record had municipal clients within the last ten (10) years?

A3 ☒ Yes ☐ No

If yes, please provide a list five (5) clients below.

City of Cooper City

City of Greenacres

City of North Lauderdale

City of Tarpon Springs

City of Winter Springs

City of Lake City

Q4. Can the Agent of Record produce reference contacts from municipal clients serviced within the past ten (10) years?

A4 ☒ Yes ☐ No

If yes, please list entity name(s), contact name(s) and contact phone number(s) below: **NOTE:** Contacts listed will be validated.

City of Cooper City, Cheryl Berke, (954) 434-4300 Ext. 238

City of Greenacres, Suzanne Skidmore, (561) 642-2001

City of North Lauderdale, Jennifer Yarmitzki, (954) 724-7038

City of Tarpon Springs, Jane Kniffen, (727) 938-3711

City of Winter Springs, Casey Howard, (407) 327-5962

City of Lake City, Gene Bullard, (386) 719-5804

Q5. As an Agent of Record, do you have benefit seminar planning experience?

A5 ☒ Yes ☐ No

Q6. As an Agent of Record, do you understand the Scope of Services?

A6 ☒ Yes ☐ No

Q7. As an Agent of Record have you had government experience with the following types of insurance and service?

A1. Agent of Record:

Medical:	☒ Yes	☐ No
Vision:	☒ Yes	☐ No
Dental:	☒ Yes	☐ No
Long Term Disability:	☐ Yes	☒ No
Life:	☒ Yes	☐ No
Flexible Spending Plan:	☐ Yes	☒ No
Claims Services:	☒ Yes	☐ No
Voluntary Benefits Services:	☐ Yes	☒ No

Q8. Have Agent of Record or any member of your agency ever been indicted, convicted, plead guilty or plead no contest to the commission of a felony?

A2. ☐ Yes ☒ No

Q9. As an Agent of Record, does your agency hold a minimum of five million dollars in professional errors and omissions liability insurance?

A9: ☒ Yes ☐ No
If not, what is the limit? _____

Q10. Have Agent of Record or any member of your agency been involved in any claim or litigation with any Federal, State or Local Government or Private Entity?

A10. ☐ Yes ☒ No

Q11. As an Agent of Record, do you have preferred status with the insurance carriers? If so, please list which carriers and at what level:

A11. Carrier: Preferred Status with Carrier:

United Health Care – Medical and Vision

Delta - Dental

The Standard through Public Employee Benefits Alliance - Life

Q11. Who will be the City's principal contact(s) for this project? Provide name, title, and a brief description of the individual(s) experience in brokering benefit coverage.

A11. Aaron Carper, Account Executive – Health

Mr. Carper is the health account executive for the Department of Insurance and Financial Services of the Florida League of Cities. He earned his B.A. in International Business from Rollins College in Winter Park, Florida and his MBA from The University of Central Florida. Aaron began his benefits career with CNA Insurance and has specialized in marketing throughout the years; he currently holds the State of Florida Life, Health and Variable Annuities license. Aaron was involved in sports from a young age, still participating in a variety of activities today including bowling, golf and tennis. He and his wife, Teri, enjoy biking and running together.

Section IV

A Submittal Evaluation Committee will review and evaluate each submittal. The most qualified agency will be selected to provide the services to the City of Holly Hill based upon, but not limited to, the following evaluation criteria: Experience of professional personnel; Past and present performance with other municipalities; Litigation History. Submittal evaluation shall be based on the following:

Evaluation Criteria

- A. Municipal experience and public sector client base
- B. Scope of Services offered
- C. Completion and clarity of information in the submittal
- D. Preferred Status with Insurance Carriers
- E. Proof of Insurance
- F. Location of Physical Offices/Ability to service the City of Holly Hill

The evaluation criteria will be reviewed by the evaluation committee. The City shall in addition to price consider other factors such as competency, financial capability, quality of service, past performance, qualifications and other factors listed under evaluation criteria. This process will culminate with the identification of those considered to be the best qualified to partner with the City in providing the desired services and will be presented to the City commission for award of the bid. The City Commission's award is final. Accordingly, since other factors in addition to price will be considered, the City reserves the right to award the contract to other than the Vendor submitting the lowest price submittal, to accept or reject any submittal or portion thereof, and to negotiate or not negotiate with any firm.

Section V

The submittal shall be organized in binder form using index tabs to correspond to the following required information:

1. Methodology – A brief summary demonstrating an understanding of the services required and a planned approach to achieve those directives.
2. Submittal Form – Section III, Qualifications / Evaluation Criteria of this RFP **must be returned, each page initialed**, with your submittal.
3. Other Information – Include copies of all applicable licenses and Errors and Omissions certificate.

EXHIBIT "A"

INSURANCE CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made and entered by and between the City of Holly Hill (City) and FLORIDA LEAGUE OF CITIES, INC. (Agent of Record).

WITNESSETH

WHEREAS, the City desires to retain and engage an AGENT OF RECORD for the City for employee benefit programs.

WHEREAS, the parties hereto have reached an understanding with each other regarding the professional services to be performed and the compensation to be paid for such services as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) Engagement and Scope of Service. The City hereby retains the Agent of Record and the Agent of Record hereby accepts said engagement for the purpose of providing the City with professional services related to the City's insurance, including but not limited to:

a) Continually review the City's insurances and make recommendations to the City regarding all issues related to the City's insurances, including but not limited to the types of insurance needed, appropriate coverages and appropriate deductibles.

b) Market the insurance coverages on an annual basis including review of coverage forms, terms and conditions.

c) Review all insurance submittals and provide a summary to the City of all relevant information regarding each submittal including an evaluation of the limits, retentions, coverages, exclusions and pricing of all submittals. Agent of Record shall make a written recommendation to the City and detail

the basis for the recommendation, including an evaluation of the limits, retentions and coverages. Agent of Record shall also evaluate the financial strength and solvency of each bidder.

d) Assist the City in negotiating coverages, policy language, services, limits, retention and price with a proposed insurer. Provide expertise in negotiations with insurers to obtain acceptable policy terms and conditions and in the preparation of manuscript forms and endorsements.

e) Assist the City to facilitate the review of all claims and to advocate for the City's interest.

f) Assist the City in all disputes with the City's insurance companies and to advocate for the City's interest.

g) Continually review and monitor applicable rules and laws and assure that the City's insurance programs are in compliance with all Federal, State, and Local rules. Ensure that all insurance coverage provided by the City's insurer's at all times meet or exceed the City's requested coverage. Continually monitor the financial strength and solvency of each of the City's insurance companies and advise the City of condition(s) that may adversely impact the insurance company's ability to fulfill its contractual obligations to the City.

h) Assess the cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City.

i) Advise on current trends or innovative programs that may be of interest to or benefit the City.

j) Provide such other assistance as the City may request from the Agent of Record related to the City's insurance.

2) City Insurance. The Agent of Record agrees to provide the service described in Paragraph 1 above for all of the City's insurance, including insurance the City does not currently have but may elect to purchase during the term of this Agreement. The City's insurance shall at a minimum consist of the following:

(a) Employee Benefit Programs. Benefits shall include dental, vision, life, and voluntary benefit services.

3) Duration and Termination. The initial term of this Agreement shall be from 12/01/16 date and shall expire on 12/31/18. The City shall have the right to exercise two (2) successive one (1) year extensions on the same terms and conditions by providing the Agent of Record with written notice at least thirty (30) days before the end of the term of the City's intent to exercise the extension. In the event the City does not provide written notice of intent to exercise the extension, the Agreement shall expire. The Agreement may be terminated during the term as follows:

a. Either party shall have the right to terminate without cause upon providing the other party at least thirty (30) days advance written notice. If the Agent of Record terminates without cause, the Agent of Record shall not be entitled to any compensation from the effective date of termination. The City has the option of waiving the thirty (30) day notice and making the termination effective at an earlier date including up to the date of receipt of the notice. In the event the City terminates without cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated.

b. Either party shall have the right to terminate for cause upon providing the other party written notice outlining in detail the breach(s). The breaching party shall have thirty (30) days from receipt of said notice to correct the breach(s). In the event the breach(s) are not corrected within said period of time, the non-breaching party can terminate immediately upon providing the breaching party a written notice of termination. In the event the City terminates for cause, the Agent of Record shall not be entitled to receive any additional compensation after the effective date of the termination as provided in the written notice of termination. In the event the Agent of Record terminates for cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated. The only basis for the Agent of Record to terminate for cause is in the event the City fails to pay the Agent of Record compensation that is due and owing.

4. Compensation. The Agent of Record shall be paid the total sum of \$0 _____ for the services rendered for the duration of the contract.

Year One: \$0 _____ Period 12/01/16 - 12/31/17

Year Two: \$0 _____ Period 01/01/18 - 12/31/18

Total: \$0 _____

Options (if elected by City)

Year Three: \$0 _____ Period 01/01/19 - 12/31/19

Year Four: \$0 _____ Period 01/01/20 - 12/31/20

One-half of the Annual compensation shall be paid within thirty (30) days of the City purchasing/renewing all insurance covered by this Agreement. The annual balance shall be paid in four equal quarterly installments from the effective date of this Agreement through the end of the annual period. Payment shall be made by the 15th of the first month of the quarter. Agent of Record shall be responsible for all costs it incurs in providing the City the services outlined in this Agreement. Agent of Record shall execute an affidavit(s) at the request of the City attesting that the insurance premiums paid by the City are net of any commission or other benefit paid to the Agent of Record and that the Agent of Record has not received any compensation or any other form of benefit due to the City purchasing said insurance(s) other than the compensation paid by the City.

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a) Commercial liability insurance in an amount of not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage.

b) Automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Agent of Record, in an amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property.

c) Workers' compensation insurance for all employees of the proposing agency as required by Florida Law to include employee liability of not less than \$500,000 for each occurrence.

d) Errors and omissions liability coverage in an amount of not less than \$5,000,000.

7. Governing Law, Venue, Attorney Fees and Severability. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed by laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for any litigation arising out of or in any way related to this Agreement shall be in State Court, Volusia County, Florida and the Agent of Record specifically waives any Federal Court jurisdiction. The prevailing party in any litigation arising out of or in any way related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs, including all cost of appeal.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the services to be performed and furnished by the Agent of Record hereunder. No statement, representation, writing understanding or agreement made by either party, or any representative of either party, which is not expressed herein shall not be binding. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

9. This Agreement shall be effective on _____.

City of Holly Hill _____

By: _____

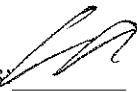
Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Initials: 

**Florida League of Cities, Inc., Department of Insurance and Financial Services**

125 East Colonial Drive, Orlando, FL 32801

Main: 407-425-9142 Toll Free: 1-800-445-6248 Fax: 407-425-9378

www.flcities.com/insurance

Insurance and Financial Services

As Administrator for the Florida Municipal Insurance Trust, the League has a longstanding commitment to superiority for its membership.

- **Underwriting and Policy Services** – Customized program are offered to address the changing needs and exposures of public entities. Policy pricing, processing and issuance are handled internally.
- **Claims Management** – Oversight of all claims administration is performed by Florida League of Cities staff.
- **Member Services** – Licensed league account executives are readily available to review, advise and place coverage with no added consulting fees or commissions.
- **Enrollment and Billing** – A comprehensive portal is provided to each Member prior to policy inception.
- **Hometown Health** – A Municipal specific health promotions program tailored to fit your specific wellness needs.

** The following disclosure is made in accordance with Florida law: The Florida League of Cities serves solely as the sponsor and administrator of the self-insurance programs provided by the Florida Municipal Insurance Trust. The Florida Municipal Insurance Trust exists as an independently governed, separate legal entity under Florida law.*



EMPLOYEE HEALTH PROMOTION/WELLNESS PROGRAM:

	FMIT	Your Current Insurer
Health Coach – Personal health coach assigned to each employee.		
Fully Funded Health Screenings — The Florida League of Cities funds health screening events held at your local government for no cost to you or your employees.		
Fully Funded Incentive Program - The Florida League of Cities funds your incentive program to attain proven results by funding the employee gift card bonus program at no additional cost to your local government.		
Custom Health Promotion/Wellness Website – Hometown Health website designed by and for municipalities exclusively.		
Continued outreach from the Florida League of Cities Wellness Coordinator – A Florida League of Cities staff member with a Master of Public Health assists in implementing your wellness program.		
Workplace Wellness Planner – Manual for your wellness program customized to your specific needs.		
Hometown Health Award – The pinnacle of wellness programming throughout the state of Florida. This recognition program is aimed at rewarding local government who have demonstrated success.		
Financial support from Florida League of Cities – As a HIPAA compliant program (as required by the Affordable Care Act) the League helps reduce total program costs .		



As Administrator for the Florida Municipal Insurance Trust, the League has a longstanding commitment to superior services for our members. We offer a wide variety of products and services that add value to our membership's insurance investment.

How does your insurer compare?

HEALTH INSURANCE:

FMIT

Your
Current
Insurer

Pooling – Your cost = claims + overhead. The pooled buying power of the FMIT allows for lower overhead resulting in a long term lower cost provider with cost saving advantages not realized in the standard insurance market.



Complete Benefits Package – Comprehensive benefits products designed specifically by municipal members for municipal members.



Affordable Care Act Compliance – Hands on assistance in aiding members with maintaining compliance and providing updates on the changing health care industry.



United Healthcare - Direct partnership with the FMIT provides the broadest network and strongest discounts to lower claims costs.



On-line Enrollment and Billing Service - Free, full service enrollment and billing suite to improve efficiency and reduce administrative burdens on your staff.



No Commissions or Broker Fees - Services provided by Florida League of Cities employees that work solely on the Member's behalf lowering costs.



A Carrier who knows you by Name – Service provided by Florida League of Cities employees that know you as a Member. Every League employee has a member first approach.



COBRA Administration – Full service for all lines carried through the FMIT.



Medicare Plan Administration – Segregates Medicare participant claims costs from the active employees to reduce impact on the ACTIVE EMPLOYEE RATES.



TWO STEPS TO 2016-2017 WELLNESS REWARDS

1

Complete your **Health Assessment (HA)** by **March 31, 2017** to earn a \$25 gift card.

2

Get a **health screening** and earn 100 rewards points by **September 30, 2017** to earn a \$100 gift card.

CAN'T ATTEND ONSITE HEALTH SCREENING EVENT?

You may still submit a Physician Qualification Form. Available on your Hometown Health portal and at your spouse's Human Resource office

How to earn points:

Activity	Reward
Health Coaching: Schedule online or call (855) 667-2546	20 points per session up to 80 points
Complete a My Health Assistant Goal	10 points per goal up to 30 points
Complete a challenge	25 points per challenge up to 50 points
Cumulative Steps Target (1 million)	20 points
Preventive Exam	10 points
Sync your Fitbit	5 points
Get your vaccinations	10 points
Confirm you are a non-smoker	10 points

*Take the HA by March 31, 2017 to earn the \$25 gift card. HAs completed after the deadline are still required in order to earn the \$100 gift card.

Physical screening-based rewards points

Measurement	In-range results	Out-of-range results
BMI between and including 18.5-30	10 points	5 points
Blood pressure: $\leq 139/94$	10 points	5 points
Total cholesterol: ≤ 240	10 points	5 points
Blood sugar: Fasting: ≤ 125 Non-fasting ≤ 200	10 points	5 points

COMING NEXT YEAR

Now's a great time to take advantage of programs like WebMD Health Coaching, My Health Assistant and Challenges to live a healthier life.

Beginning October 2017, the program will begin rewarding your health and wellness more directly. Points will be awarded based on healthy activities, including in-range health screenings (no points earned for out-of-range numbers) and indicating that you are a non-smoker or that you are taking part in a smoking cessation program.



Visit webmdhealth.com/hometownhealth to get started.



Powered by
WebMD | health services

Hometown Health Website

POWERED BY
WebMD

Log In

New Users

If you are a new user to this site, register now.

REGISTER NOW

Need help getting started?

Returning Users

Username:

Password:

GO

Forgot your username or password?



September 18, 2012

1 Preview

Welcome

What is Personal Health Manager?

Who is WebMD?

Is my information safe?

How do I use this service?

2 Register

Register now!

3 Get Started

Begin by taking the Health Assessment to determine your current health status and compare yourself to your peers.

Welcome!

Welcome to **Personal Health Manager**, a valuable resource provided for FIMIT Members.

Register now and begin your individual journey towards a fuller, healthier life. You will have access to confidential, reliable tools and information to help you make better decisions about your health and the health of those you love. Personal Health Manager will offer you a personalized experience, bringing you the information and tools that are meaningful to you, including:

- **Health Assessment** — an online health assessment tool that provides you with a secure, personalized snapshot of your current health.
- **Health Topics** — providing you with in-depth assessments and information about specific health conditions, like depression, chronic fatigue and diabetes.
- **Health Trackers** — tools to help you monitor your progress as you strive toward specific health goals.
- **Search** — located at the top right of every page, an easy way to learn more about any health topic from A to Z from reliable sources.

Personal Health Manager is secure and private — any information you provide is strictly confidential. Read WebMD's privacy policy for more information.

Register Now

Results Reporting

Site Engagement Dashboard

[More Filter Options](#)


Registration Type

Primary
Dependent

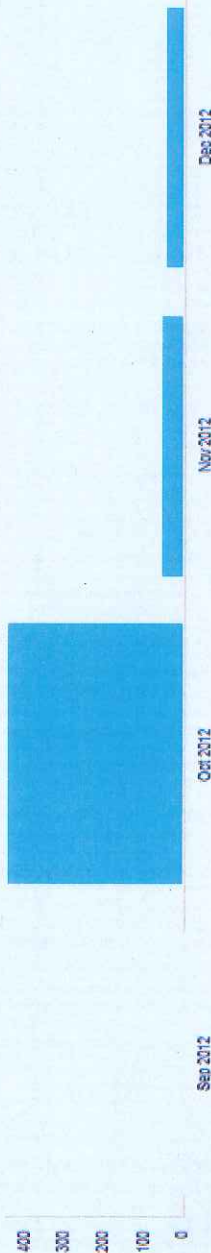
Organization Level 2

League Corporate
FMIT

TIME PERIOD: Jan 2012 to Dec 2012

TIME SERIES: Monthly

Monthly Site Visitors



Engagement Metrics

	Time Period	Time Series	Series Avg
Eligible Users	3,458		3,338
Registered Users	484		347
- as a % of Eligible	14%		10%
Active Registered Users	483		346
- as a % of Registered	100%		100%
Unique Users	484		139
- as a % of Registered	100%		31%

Percent | Values

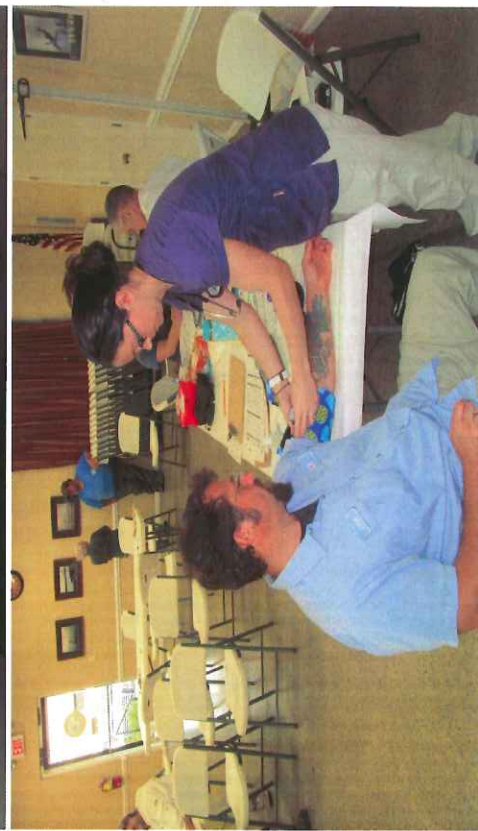
Visit Frequency Distribution



Visit Recency Distribution



On-site Wellness Screening Events



On-line Enrollment and Billing Powered by BenTek ©

INCLUDED FEATURES

- ☒ On-line Benefits Management System
- ☒ User-friendly Administrator Enrollment Website
- ☒ Electronic Billing and Payment Tracking
- ☒ Customized Eligibility and Enrollment Reporting
- ☒ Health Care Reform Compliance
- ☒ Online Administrative Guides and Comprehensive Training Videos

OPTIONAL FEATURES

- ☒ Payroll and Personnel Auditing
- ☒ 24/7 Employee Self-Service Website
- ☒ Employee Administered Online Enrollment Software
- ☒ Annual Open Enrollment Employee Portal



ADMIN

STATUS

SSN

Client

Name

Session Time Remaining: 8:46

Logout

Thursdays, March 21, 2013

ADMIN

STATUS

SSN

Client

Name

Session Time Remaining: 8:46

Logout

Thursdays, March 21, 2013

Employee Info

Dependents

Medical

Dental

Vision

Summary of Benefits

City of Test

Dependents

By clicking on one of the options in the list displayed down the left side of the employee record screen, detailed information including job history, dependents, and employee coverage will be displayed.

To display more or less information in each option, click on the blue arrows that appear throughout the site, which will expand and/or collapse each box. The expanded view shows detailed history including the date and time any changes were made and the User responsible.

Personal Info

Change Log

Files

John Doe

SSN: 123-45-6789

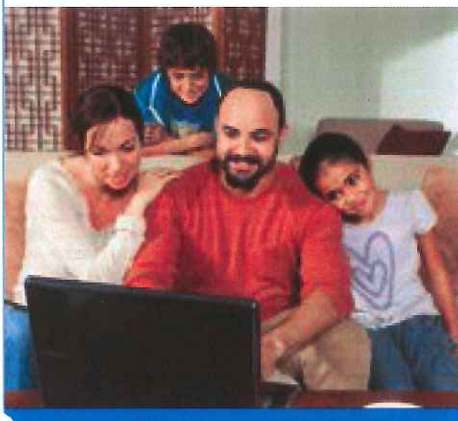
Add New

Dependents	History
Michael Doe	Rel: Dep. Child Age: 22
Jane Doe	Rel: Spouse Age: 48
Sarah Doe	Rel: Dep. Child Age: 18

Benefit Class		Job Info		Change Log	
☐ Show Removed	☐ Add a new record:	New Active	New Retiree	New Cobra	
▼ Active Hire Date: 1/1/2011 Term Date:					
Hire Date	Termination Date	Coverage End	Employee ID	Drop Program	Start Drop Prog.
01/01/2011				Select One	
End Drop Prog.	Cobra Event	QE Date			Cobra Notice
	Select One				
Salaries					
Calendar Salary	Calendar Year	Plan Year Salary	Plan Year		
	Select One		Select One		
Cancel					
Save					
▼ Show Removed Job Listings Add a new job:					
Job Start Date	Job End Date	Job Title			
01/01/2011					
Full/Part Time	Salary	Job ID	Pay Type	Bargaining Unit	
Full Time	0.00				
Department	Location	Hours	Work Phone		
Benefit Class					New Class
Employee - 1/1/2011 - No End Date					
▼ Show All Benefit Class Start Date End Date					
Employee 1/1/2011					
Cancel					
Save					

Welcome to Hometown Health Advantage

At UnitedHealthcare, we recognize that health problems can have a tremendous impact on your life – both at work and outside of work. So we are pleased to offer you a new health plan that features a special support team with our **“nurse in the family”** approach, and various health services and resources at your fingertips when you need them.



Call us any time

You may contact the nurse team at any time if you have questions about:

- Your health and prescription benefits
- A new diagnosis
- Finding a primary care physician
- A medical claim

Simply call

1-844-518-8079

for help with any questions related to your health plan benefits. We are here for you.

Receive support from experienced nurses

Your new health plan from UnitedHealthcare includes a team of experienced nurses who offer support to you or your caregiver if you have a health condition that requires complex care, or if you recently received care at a hospital.

- ▶ If you plan to be hospitalized in the near future, a nurse may call you to discuss your upcoming procedure and give you information about what to expect when you go to the hospital. Following your hospitalization, the same nurse will follow up with you to support you during your recovery.
- ▶ If you suffered injuries from an accident or were diagnosed with a complex condition such as cancer or chronic kidney disease, a nurse may call you to discuss your needs and provide support to help you receive the care you need.
- ▶ If you are managing a chronic condition such as diabetes, asthma or coronary artery disease, our nurse team may contact you to help identify recommendations that supplement or support your care.
- ▶ If you are expecting a new baby, a nurse may reach out to you with information on managing your maternity experience.

We understand the importance of relationships in health care. That's why each time you or someone in your family needs support, you will have the same nurse – or a **“nurse in the family.”** If your nurse is not available, other nurses can help you too.

Explore available health services and resources at your fingertips

In addition to experienced nurses, your new health plan offers various resources to use whenever you need them. Simply visit the Health & Wellness tab and other areas on myuhc.com® to find information and services available to you – at your convenience.

The material provided through this program is for your information only. It is provided as part of your health plan. It should not be used for emergency or urgent care needs. In an emergency, call 911 or go to the nearest emergency room. This program is not a substitute for your doctor's care. Program nurses and coaches cannot diagnose problems or suggest treatment. Your personal health information is kept private based on your plan's privacy policy.

Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services, Inc. or their affiliates.



myuhc.com at a glance

All about benefits

- ▶ Check your current and past claims
- ▶ See what your benefits include
- ▶ Find a doctor or hospital
- ▶ Print a temporary health plan ID card or request a replacement. From a supported smartphone, you can view, fax or email your health plan ID card.

Health tools and tips

- ▶ Compare hospital specialties and quality
- ▶ Check treatment and procedure costs
- ▶ Chat with a nurse in real time
- ▶ Learn about health conditions, symptoms, and the latest treatment options



Visit today
myuhc.com



Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services, Inc. or its affiliates. Health Plan coverage provided by or through a UnitedHealthcare company.

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UHCEW457740-005

100-7070 8/12



**Serve yourself health
care with a difference.**



Helpful. Personal. Powerful. All for you.

myuhc.com[®]

Learn more about your benefits

Check your current coverage, deductibles and out-of-pocket limits.

Look up doctors and hospitals

Find doctors and hospitals in your network and evaluate hospitals on quality and patient safety. Get driving directions and print a map.

Organize your medical claims

See your medical claims whenever you want and print copies for your records.

Use tools that help you make decisions

Estimate the cost of a treatment or procedure beforehand, and find the information you need to make health care decisions.

Learn more about health conditions and treatments

Search easy-to-read health topics to help you make more informed decisions. All medical information is from reliable resources recognized by doctors.

Improve your health

Find out the best ways to get healthy and stay healthy with helpful articles to read and simple tips to follow.

Search for information in the palm of your hand

Members can access myuhc.com from their smartphones to:

- Display driving directions to doctors based on their current GPS location
- Fax or email a health plan ID card
- View current deductible/out-of-pocket maximum balances as well as the five most recent claims
- View current health plan spending account balances

UnitedHealthcare Health4MeSM – Access your family's health information anytime, anywhere. UnitedHealthcare Health4Me mobile app provides you information on the go when your family needs it most. (Currently available for iPhone[®] and Android[™] operating systems.)



Why you should register

Managing your benefits and your personal health is easier with this powerful tool. Registration is quick and simple.

- 1** Visit **myuhc.com** and select "Register Now"
- 2** Enter your health plan ID card information or your Social Security number and birth date
- 3** Enter your email address or sign up for a free email account and check to receive important emails
- 4** Choose a username and password, then get started

myuhc.com[®]

- ▶ Check your benefits
 - ▶ Find doctors and hospitals
 - ▶ Look up your claims
 - ▶ Estimate costs ahead of time
 - ▶ Learn about how to stay healthy
- Helpful.
Personal.
Powerful.
All for you.



DELTA DENTAL PPOSM: YOUR SMILE IS COVERED

GO PPO

Visit a PPO¹ dentist to maximize your savings.² These dentists have agreed to reduced fees, and you won't get charged more than your expected share of the bill.³ Find a PPO dentist at deltadentalins.com.⁴

ACCESS ONLINE SERVICES

Get information about your plan anytime, anywhere by signing up for an Online Services account at deltadentalins.com. This free service lets you check benefits and eligibility information, find a network dentist and more.

CHECK IN WITH EASE

You don't need a Delta Dental ID card when you visit the dentist. Just provide your name, birth date and enrollee ID or social security number. If your family members are covered

under your plan, they will need your name, birth date and enrollee or social security number. Prefer to take a paper or electronic ID card with you? Simply sign in to Online Services, where you can view or print your card with the click of a button. If you're covered under two plans, ask your dental office to include information about both plans with your claim, and we'll handle the rest.

UNDERSTAND TRANSITION OF CARE

Did you start on a dental treatment plan before your PPO coverage kicked in? Multi-stage procedures are only covered under your current plan if treatment began after your plan's effective date of coverage.⁵ You can find this date by logging in to Online Services.

NEWLY COVERED? Visit deltadentalins.com/welcome.

SAVE WITH A
PPO DENTIST



PPO



NON-PPO

LEGAL NOTICES: Access federal and state legal notices related to your plan at deltadentalins.com/about/legal/index-enrollee.html

¹ In Texas, Delta Dental Insurance Company offers a Dental Provider Organization (DPO) plan.

² You can still visit any licensed dentist, but your out-of-pocket costs may be higher if you choose a non-PPO dentist. Network dentists are paid contracted fees.

³ You are responsible for any applicable deductibles, coinsurance, amounts over plan maximums and charges for non-covered services.

⁴ Verify that your dentist is a PPO dentist before each appointment.

⁵ Applies only to procedures covered under your plan. If you began treatment prior to your effective date of coverage, you or your prior carrier are responsible for any costs. Group- and state-specific exceptions may apply. Enrollees currently undergoing active orthodontic treatment may be eligible to continue treatment under Delta Dental PPO. Review your Evidence of Coverage, Summary Plan Description or Group Dental Service Contract for specific details about your plan.



BENEFIT HIGHLIGHTS

EFFECTIVE DATE: 10/01/2016

DELTA DENTAL PPOSM

GROUP NAME: Florida Municipal Insurance Trust

GROUP NUMBER: 18430

> **ELIGIBILITY:** WHO MAY RECEIVE BENEFITS?

- **Primary enrollee and spouse**
(includes domestic partner)

- **Eligible dependent children to:**
end of cal. year dependent turns age 26

> **DEDUCTIBLES** per person/per family
\$50 / \$150 each cal. year

> **MAXIMUMS** per person
\$1,500 each cal. year

> **WAITING PERIODS**

Basic Services: none Major Services: none
Orthodontics: none

BENEFITS AND COVERED SERVICES	PPO dentists ^{1,2}	Non-PPO dentists ^{1,2,3}
Diagnostic & Preventive Services (D&P) Exams, cleanings, x-rays and sealants	100%	100%
	Deductible doesn't apply to D&P	
	D&P doesn't count towards maximum	
Basic Services Fillings	80%	80%
Endodontics (Basic) Root canals	80%	80%
Periodontics Gum treatment (Basic)	80%	80%
Oral Surgery (Basic) Includes simple tooth extractions	80%	80%
Major Services Crowns, inlays, onlays and cast restorations	50%	50%
Prosthodontics (Major) Bridges and dentures	50%	50%
Orthodontics For dependent children to age 19 lifetime per person	50% \$1,000	50% \$1,000

¹ Delta Dental Premier® dentists are considered in-network dentists.

² Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and the program allowance for non-Delta Dental dentists.

³ Non-Delta Dental dentists may balance bill the difference between the contracted rate and their usual fee for services.

Delta Dental Insurance Company
1130 Sanctuary Parkway
Alpharetta, GA 30009

Customer Service
(Toll-Free)
800-521-2651

Claims Address
P.O. Box 1809
Alpharetta, GA 30023-1809

This benefit information is not intended to replace or serve as the plan's Evidence of Coverage, Summary Plan Description or Group Dental Service Contract. If you have specific questions regarding the benefits eligibility, limitations or exclusions of your plan, please consult your company's benefits representative.

Date created: 06/22/2016



deltadentalins.com



We keep you smiling®



Vision insurance

Discover myuhcvision.com

Our easy-to-use self-service member website lets you easily verify your benefits and eligibility, find answers to frequently asked questions, locate a provider, access online offers and services, print a member ID card, and much more.

Members
log in here

New Users
register here

Find a provider
using zip code
or city and state

Find information about
vision insurance and watch
educational videos about
keeping your eyes healthy.

Get answers
to common
questions about
using this site

Find links to
special offers
and other
services

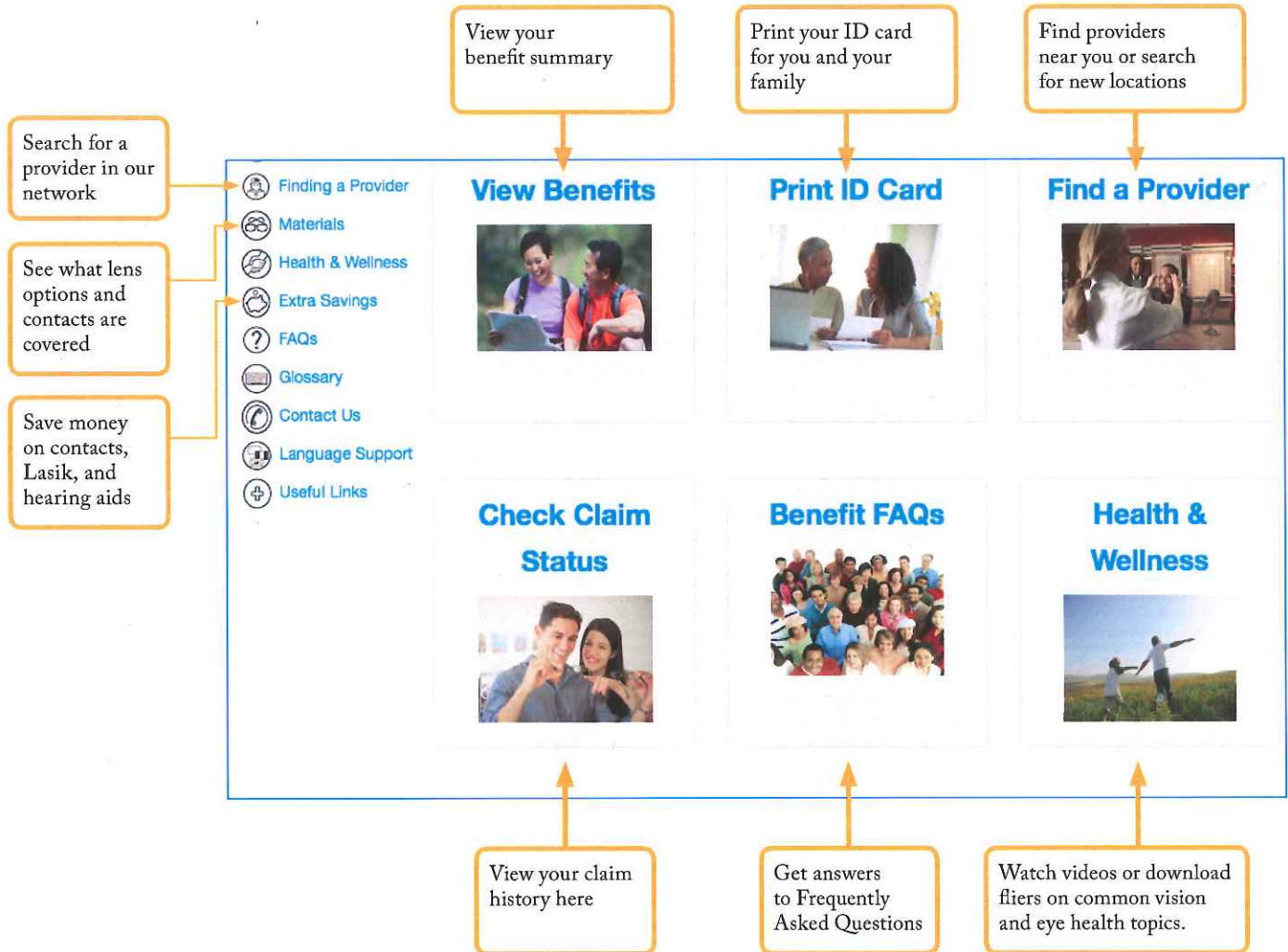


**"Highest in Customer
Satisfaction with
Vision Plans, Two
Years in a Row"**



Vision

Learn all about your vision benefits and how to make the most of your plan



Questions?

Call **1-800-638-3120** or
visit **myuhcvision.com**.



UnitedHealthcare received the highest numerical score in the proprietary J.D. Power 2013-2014 Vision Plan Satisfaction ReportSM. 2014 report measures opinions of consumers with vision plans, includes four plans, and is based on responses from 3,063 consumers. Proprietary study results are based on experiences and perceptions of consumers surveyed October – November 2014. Your experiences may vary. Visit www.jdpower.com

UnitedHealthcare vision coverage provided by or through UnitedHealthcare Insurance Company, located in Hartford, Connecticut, UnitedHealthcare Insurance Company of New York, located in Islandia, New York, or their affiliates. Administrative services provided by Spectera, Inc., United HealthCare Services, Inc. or their affiliates. Plans sold in Texas use policy form number VPOL.06.TX or VPOL.13.TX and associated COC form number VCOC.INT.06.TX or VCOC.CER.13.TX. Plans sold in Virginia use policy form number VPOL.06.VA or VPOL.13.VA and associated COC form number VCOC.INT.06.VA or VCOC.CER.13.VA.

100-10980 12/14 ©2014 United HealthCare Services, Inc.

M12345



THE POWER OF POOLING

FLORIDA LEAGUE OF CITIES, INC.

GROUP LIFE INSURANCE PROGRAM

Florida League of Cities (FLC) is pleased to announce our partnership with the Public Employee Benefits Alliance (PEBA) to provide a new benefit option available to all FLC members, regardless if they are participating in the FLC Medical Plan.

Group Life Insurance Option - For All Member Groups

FLC is pleased to offer a Group Life Opportunity for all members. The group life plan helps provide employees and their families with a sense of security. Also, by combining FLC member groups into a shared pool, premiums may remain competitive with taxpayer dollars maximized.

PROGRAM HIGHLIGHTS

- Any Group Size Welcome
- 36 Month Rate Guarantee
- Age Reductions Begin at Age 70
(Many plans start at age 65)
- Competitive Employer Rates
- Optional Buy Up for Employee
 - Up to \$300,000 No Medical Questions Asked
- Optional Family Coverage Available for Employee Purchase
- Electronic Enrollment
- Employee Education and Enrollment Available
- Custom Quotes Available

Why Group Life Insurance?

- Ensuring your employees and their families are financially protected in the event of a loved one's death is an important way of caring for their needs.
- By offering an employer-paid group life program, you bring additional value to your benefit portfolio. You also help employees provide their families with a stronger sense of security.
- Florida League of Cities (FLC) is now offering all member groups the option to participate in group life, maximizing the group size to provide affordable and competitive premiums.
- Easy enrollment for employees and employer.

Get Started Today

The FLC is bringing the power of risk pooling to Florida municipalities. This new Group Life program is one more way the FLC provides solutions to the needs of our members. **To learn more about this great new program or to get a quote, please contact:**

Aaron Carper, FLC
407-367-3432
acarper@flcities.com

In Partnership with:

Public Employee Benefits Alliance

American Fidelity Assurance Company

Our Family, Dedicated To Yours.™



ROBERT AARON CARPER

License Number : E038371

Resident Insurance License

- 0220 • GENERAL LINES (PROP & CAS)
●0215 • LIFE INCL VAR ANNUITY & HEALTH

Issue Date

10/21/2004
08/22/2002

Please Note:

To validate the accuracy of this license you may review the individual or business entity's license record under "License Search" on the FL Dept. of Financial Services website at <http://www.myfloridafco.com/agents/>

John A. Swartz

Jeff Atwater
Chief Financial Officer
State of Florida

CITY OF ORLANDO

ECONOMIC DEVELOPMENT PERMITTING SERVICES

LOCAL BUSINESS TAX RECEIPT

(Formerly known as "Business License," changed per state law HB1200-2008)

Issued Date: 10/01/2016

Expiration Date: 09/30/2017

Business Name

FLORIDA LEAGUE OF CITIES INC
P.O. Box 530065
ORLANDO, FL 32853

Business Type(s):

BUSOFF 9890 BUSINESS OFFICE

2016-2017



NOTICE: THIS RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH. 205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENCY.

Case Number: BUS0021708-001

Business Owner:

FLORIDA LEAGUE OF CITIES INC

Business Location:

125 E Colonial Dr

Fees:

Administration Fee

2017 Business Tax

Total Paid

\$642.82

Scott Randolph, Tax Collector

Local Business Tax Receipt

Orange County, Florida

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

5000 BUSINESS OFFICE 2016 \$50.00 125 EMPLOYEE EXPIRES 9/30/2017 5000-0974117

TOTAL TAX \$50.00
PREVIOUSLY PAID \$50.00
TOTAL DUE \$0.00

125 E COLONIAL DR
U - ORLANDO, 32801

PAID: \$50.00 0095-00754905 9/19/2016



SITTING MIKE EX DIRECTOR

FLORIDA LEAGUE OF CITIES INC
SITTING MIKE EX DIRECTOR
125 E COLONIAL DR
ORLANDO FL 32801-1201



KEY STAFF BIOGRAPHIES

Mr. Clay Austin

Assistant Director, Trust Services

Mr. Austin is the Assistant Director for the Trust Services Department of the Florida League of Cities. He is a graduate of Texas A&M University in College Station, TX. Clay joined the Florida League of Cities in 2007, acting as both the Group Health Account Executive and currently as the Director of Group Health. In his capacity as Director of the Florida Municipal Insurance Trust Group Health program he has headed the implementation of Hometown Health, the Florida League of Cities proprietary health promotions program and has overseen the continued compliance requirements and implications of the Affordable Care Act as it relates to municipal employer groups. This training has given Clay special knowledge of how the day to day changes in health care can affect a group health plan and some unique measures to help offset the financial impacts created by this changing environment. Clay has over 10 years of experience in the Independent Agency/Broker field in both Texas and Florida. He holds licenses for Life/ Health/Variable Annuity and General Lines Property/Casualty.

Mr. Aaron Carper

Account Executive—Health

Mr. Carper is the health account executive for the Department of Insurance and Financial Services of the Florida League of Cities. He earned his B.A. in International Business from Rollins College in Winter Park, Florida and his MBA from The University of Central Florida. Aaron began his benefits career with CNA Insurance and has specialized in marketing throughout the years; he currently holds the State of Florida Life, Health and Variable Annuities license. Aaron was involved in sports from a young age, still participating in a variety of activities today including bowling, golf and tennis. He and his wife, Teri, enjoy biking and running together.

Mrs. Lindsey Larson, BS

Wellness Coordinator

Mrs. Larson was born and raised in Green Bay, Wisconsin. She attended the University of Wisconsin – Stevens Point where she earned a Bachelor's Degree in Health Promotion and Wellness, with an emphasis in Corporate Health Promotion. She moved to Florida in the summer of 2009 where she began her Wellness career. Prior to joining the Florida League of Cities in 2013, Lindsey worked in the health and wellness field at NASA's Kennedy Space Center. She serves as one of the Wellness Coordinator's for the Florida League of Cities where she implements the "Hometown Health" program. Lindsey holds nationally recognized certifications including Certified Health Fitness Specialist (HFS) through the American College of Sports Medicine and a Certified Wellness Practitioner (CWP) through the National Wellness Institute.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/20/2016

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

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

PRODUCER Edgewood Partners Insurance Center 3 Landmark Square, 4th Floor Stamford CT 06901-2515		CONTACT NAME: Rusty Briante PHONE (A/C, No, Ext): 203-658-0511 E-MAIL ADDRESS: rusty.briante@epicbrokers.com FAX (A/C, No):															
INSURED Florida League of Cities, Inc. 125 East Colonial Drive Orlando, FL 32801		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Indian Harbor Insurance Co</td> <td>36940</td> </tr> <tr> <td>INSURER B : XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A : Indian Harbor Insurance Co	36940	INSURER B : XL Specialty Insurance Co.	37885	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER: 79357056

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	E&O (*) D&O, EPL, FIDUCIARY (**)			ELU146161-16 ELU146160-16	10/1/2016 10/1/2016	10/1/2017 10/1/2017	LIMIT: \$5,000,000 LIMIT: \$5,000,000

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

- * Tie-In Limits Endorsement - with Financial Services Liability Policy ELU146160-16
 ** Tie-In Limits Endorsement - with Miscellaneous Professional Liability Policy ELU146161-16

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE

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

AUTHORIZED REPRESENTATIVE

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Request for Qualifications

Agent of Record Services for Employee Benefit Programs

**City of Holly Hill, Florida
1065 Ridgewood Avenue
Holly Hill, Florida 32117**

Bid Number: 12-1-16



Scope of Services Provided for the City of Holly Hill as Agent of Record

Reames Employee Benefits Solutions, Inc. (REBS) will leverage all of its experience and knowledge to oversee, manage and update the employee benefits program for the City of Holly Hill. Our objective is to achieve the highest level of satisfaction with the program by both employees and employer.

Our firm consists of outstanding professionals with decades of experience. Those professionals have put forth the extra effort to obtain professional designations and continue their ongoing education to ensure we have the skills and tools to best help our clients.

Upon becoming your Agent of Record, we will review all existing benefits and provide the city with a written overview. Within that overview will be an acknowledgement of areas that are working well and are efficient, areas of concern and possible solutions, a benchmarking study to see how the city stacks up versus its peers, a compliance review, and a brief strategic look into the future where new programs, processes and products could be added.

REBS is a charter partner with United Benefit Advisors (UBA), which is an alliance of 140 employee benefit agencies across the US. We utilize their vast resources and strategic alliances to bring the best possible solutions to our clientele. For compliance purposes, we have access to an outstanding ERISA attorney at no charge to our clients. We also have some of the most extensive ACA education, information and compliance materials available. As a client, we distribute regular newsletters that contain valuable information to ensure your organization is in full compliance at all times.

During the renewal process, REBS will utilize our extensive market review process. That process involves looking at every possible alternative available for your benefits program. Our renewal presentation is different from most in the market, making it easier to evaluate the city's options. Working closely with our UBA partners, we can identify trends and changes in the marketplace early on and offer solutions about the changing marketplace to our clients. Proactive is always better than reactive.

In reviewing claims and bringing claims issues to resolution, our experience and carrier relationships serve REBS well. In reviewing claims, we understand the nature of certain claims and the processes the carriers use. This information helps us understand how the carriers come up with their rate renewals. That understanding also helps us negotiate lower renewals where warranted. We also have internal contacts at most carriers we can go to for the best possible claims issue resolution.

While our current work with municipalities is limited, we have a history of working with government organizations, non-profits and their agencies. In the past we have represented the City of Daytona Beach, the Volusia Sheriff's Department, St. John's Water Management District, and Bert Fish Memorial. Currently we also work with the Council on Aging, United Way of Volusia and Florida Health Care Plans (all non-medical benefits).

This extensive experience in the local community should give the City of Holly Hill the confidence in knowing Reames Employee Benefits Solutions, Inc. can meet and exceed the expectations of being your Agent of Record now and into the future.

City of Holly Hill Account Management

Key Personnel

- **Bob Berk** – Primary Account Executive
 - 30 years' experience in Employee Benefits, Life, Disability and LTC insurance
 - Served as Agent, Carrier Wholesaler, Home Office Employee and Agency Manager
 - 5 years with REBS
 - Has worked on the Volusia County School District case for 6 years
 - Will oversee account on a day to day basis and run the enrollments and renewal meetings

- **Sarah Beaudoin**
 - 20 years' experience in Employee Benefits Management
 - 15 years at REBS
 - Currently is primary account manager for Halifax Health and most commercial accounts
 - Assists in account management for Volusia County School District
 - Will oversee additional account management once hired (in process)

Support Personnel

- **Julie Reames, RHU**
 - Oversees all Agency Operations
 - Involvement with carriers for renewal negotiations
- **Beth Gaskins, MHRM**
 - Assist on any HR related issues
- **Danielle Capella, Esquire**
 - ERISA Specialist
 - Chief Compliance Officer for UBA

Examples of Current Clients

Here is a list of some of our current clients. The list demonstrates our ability meet the needs of a diverse group of clients as well as our ability to maintain a successful working relationship over a long period of time.

- Council on Aging (90 employees, client since 1996)
- Cunningham Ingram and Anderson (17 employees, client since 1987)
- Daytona Aircraft (16 employees, client since 2000)
- Daytona Heart Group (90 employees, client since 1989)
- Duval Homes (134 employees, client since 2001)
- DuvaSawko (350 employees, client since 2002)
- Every and Stack, Attorneys (7 employees, client since 1995)
- Florida Healthcare Plans (1000 employees, client since 1995)
- Halifax Health (5000 employees, client since 1970)
- Halifax Humane Society (62 employees, client since 2007)
- Independent Medical Coop (16 employees, client since 2000)
- John Hall Automotive Group (308 employees, client since 1999)
- Johnson Eubanks, CPA (7 employees, client since 1995)
- Neurology Associates (30 employees, client since 2000)
- Oceanside Country Club (28 employees, client since 1999)
- Premier Resorts (287 employees, client since 2015)
- Racing Support Services (28 employees, client since 2000)
- Summit Hotel Group (134 employees, client since 2001)
- Trands, Inc. d/b/a Lulu's Oceanside Grill (40 employees, client since 2014)
- United Way of Volusia (24 employees, client since 1991)
- Volusia County School District (7800 employees, client since 1972)
- Warner Christian Academy (75 employees, client since 2013)



REQUEST FOR QUALIFICATIONS **City of Holly Hill**

PROJECT NAME:

Agent of Record Services for
Employee Benefit Programs

BID BOND REQUIRED: NO

PERFORMANCE BOND REQUIRED: NO

The City of Holly Hill requests qualifications for Agent of Record Services for Employee Benefits Programs effective December 1, 2016. All responses should include one (1) original, which shall be clearly marked as the original, and three (3) copies.

Refer all technical questions regarding this bid to:

Diane Cole
Human Resources Manager
1065 Ridgewood Avenue
Holly Hill, FL 32117

RFQ Question Deadline: 10/24/16 5:00pm

RFQ CLOSING DATE: 11/01/16

RFQ CLOSING TIME: 2:00 PM

All submittals must be received prior to the date and the time shown above.

REQUEST FOR QUALIFICATIONS

The following must be completed, signed, and returned as part of your submittal. Submittals will not be accepted without this form, signed by an authorized agent of the bidder, and delivered by bid closing date and time.

COMPANY NAME: Reames Employee Benefits Solutions, Inc.

MAILING ADDRESS: 149 E. International Speedway Blvd.

CITY, STATE, ZIP: Daytona Beach, Florida 32118

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 27-0468509

TELEPHONE NUMBER: (386) 523-9700 FACSIMILE NUMBER: (386) 523-9705

EMAIL: Bob@ReamesEBS.com

PRIMARY CONTACT INFO FOR CONTRACT MANAGEMENT: Employee Benefits Program

NAME: Bob Berk

MAILING ADDRESS: 149 E. International Speedway Blvd.

CITY, STATE, ZIP: Daytona Beach, Florida 32118

TELEPHONE NUMBER: (386) 523-9700 FACSIMILE NUMBER: (386) 523-9705

EMAIL: Bob@ReamesEBS.com

I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A SUBMITTAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS REQUEST FOR QUALIFICATIONS AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS REQUEST FOR QUALIFICATIONS FOR THE BIDDER.

AUTHORIZED SIGNATURE: Juliana Reames, RHU

TYPED OR PRINTED NAME: Juliana Reames, RHU

TITLE: Chief Executive Officer

DATE: November 1, 2016

INTRODUCTION: The City of Holly Hill is seeking submittals from established qualified Insurance Agents of Record to service the City's Employee Benefits Programs. The Agent of Record selected will be responsible for performing all services as outlined in the scope of services in response to this RFQ. This RFQ is for Agent of Record services only. It is not a request for quotes.

Section A: Information to Proposers

A.01 Opening date time and location

Submittals must be received by the City of Holly Hill no later than 2 PM on 11/01/16 in order to be considered. The names of the firms submitting submittals will be read aloud at this time. All interested parties are invited to attend this opening.

A.02 Submittal information

Copies of the submittal documents may be requested directly from the City Clerk's office at the City of Holly Hill. If you have any questions regarding this submittal, please contact Diane Cole at the City of Holly Hill.

Address: 1065 Ridgewood Avenue
Holly Hill, FL 32117

Phone number: (386) 248-9440

E-mail: dcole@hollyhillfl.org

Fax number: (386) 248-9498

A.03 Submittal form delivery requirements

Any submittal received after the stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their submittal delivered to the City of Holly Hill for receipt on or before the stated time and date. The City of Holly Hill is not responsible for the submittals sent via US Mail. Submittals delayed by mail will not be considered nor opened.

A.04 Clarification & Addend

Each proposer shall examine all requests for submittal documents and shall judge all matter relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the request for qualifications shall be made, in writing, through the Human Resources Department. Requests for information will be accepted up to three (3) days prior to the RFP opening date. The City shall not be responsible for oral interpretations given by any City employee, representative or others. The issuance of written addendum is the only official method whereby interpretation, clarification or additional information can be given. The City will make every reasonable attempt to notify all bidders of any

issued addenda however, it shall be the sole responsibility of each proposer, prior to submitting their submittal, to contact the City of Holly Hill to determine if addenda were issued and to make such addenda a part of the submittal.

A.05 Sealed and Marked

One original signed submittal, signed in blue ink, and 3 signed copies of the submittal shall be submitted in (1) sealed package, clearly marked on the outside "REQUEST FOR QUALIFICATIONS" Agent of Record for Employee Benefit Programs: Addressed the to City of Holly Hill.

A.06 Legal Name

Submittals shall clearly indicate the legal name, address and telephone number of the proposer (company, firm and partnership, individual.) Submittals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted submittal.

A.07 Submittal Expenses

All expenses for the preparation and submission of submittals to the City of Holly Hill are to be borne by the proposer.

A.08 Examination of Offer

The examination and evaluation of the submittals may require a minimum period of ten days from the date of opening of the submittals.

A.10 Reserved Rights

The City reserves the right to accept or reject any and or all submittals, to waive the irregularities and technicalities as long as such waiver would not adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the intent of competitive bidding or to request resubmission. The City shall select the submittal that is in the best interest of the city as determined in the City's sole discretion and its decisions shall be final. The City reserves the right to make such investigations as it deems necessary in order to determine the ability of any proposer to perform the services requested. Any additional information the City deems necessary to make this determination shall be provided by the proposer.

A.11 Applicable Laws

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida, Ordinances and regulations of the City of Holly Hill will apply to any resulting agreement.

A. 12 Form Agreement

Attached hereto marked as Exhibit "B" is a form agreement that the selected Agent of Record will be expected to execute. By submitting a submittal all bidders agree to the terms and conditions of the said form agreement.

A.13 Collusion

By offering a submission to this Request for Qualifications, the proposer certifies the proposer has not divulged to, discussed or compared his submittal with other proposers and has not colluded with any other proposer or parties to this submittal whatsoever.

A.14 Submittal Forms

Submittals must be submitted on the forms provided and in the format specified in this Request for Qualifications.

A.15 Public Entity Crimes

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a submittal to a public entity to perform work as a contractor, supplier, subcontractor, or Agent of Record under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

A.16 Assignment

Agent of Record, his/her assigns or representative, shall not enter into any agreements with third parties to delegate any or all of the responsibilities or rights herein set forth without prior written approval of the City.

A.17 Prime Firm Responsibilities

The selected Agent of Record will be required to assume responsibility for all services offered in their submittal.

AGENT OF RECORD SERVICES FOR EMPLOYEE BENEFIT PROGRAMS

Section I. PROJECT DESCRIPTION

The City of Holly Hill is requesting submittals from qualified firms to provide Agent of Record Services for the Employee Benefit Programs. The benefit programs include Medical, Dental, Vision, Life, and Voluntary Benefit Services.

Section II. SCOPE OF SERVICES

The City of Holly Hill is seeking a qualified Agent of Record for the purpose of reviewing and evaluating ongoing employee benefit programs to assure such programs are complying with all Federal, State, and Local rules. The Agent of Record will be expected to assess cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City of Holly Hill. Employee benefit programs include Medical, Dental, Vision, Life, and Voluntary Benefit Services. The Agent of Record will advise on current trends or innovative programs that may be of interest to or benefit the City of Holly Hill employee benefit programs. The City of Holly Hill reserves the right to add, modify, or delete coverages as determined to be in the best interest of the city. All coverages are to be proposed to the City net of commission. Included within the scope of services the Agent of Record will facilitate claim review and coverage issues as requested

Please provide the City of Holly Hill with the Scope of Services that your agency will provide as the Agent of Record for the Employee Benefits Program. Please do not exceed one page.

Section III.

Where applicable please check the correct response:

Q1. Is the Agent of Record properly licensed by the State of Florida; currently in good standing with the State of Florida Department of Insurance and all other applicable regulatory entities to conduct business in the state and provide the required services requested.

A1: ☒ Yes ☐ No

Q2. Does the Agent of Record have a minimum of five (5) years experience in providing governmental insurance services?

A2 ☒ Yes ☐ No

Section III. (Continued)

Q3. Has the Agent of Record had municipal clients within the last ten (10) years?

A3 ☒ Yes ☐ No

If yes, please provide a list five (5) clients below.

- **City of Windermere** – 2011-2012 - Consulted with interim City Manager, Howard Tipton. Reviewed all city benefits and provided the City Manager with a detailed overview and recommendations for improvement and cost controls.
- **Volusia County School District** – 1972 – Present – Have provided group and voluntary life to the 7800 District employees and their retirees.
- **Putnam County School District** – 2014 – Present – Through our sister agency in Jacksonville (Coordinated Benefit Group), have provided all lines of coverage to the 1799 District employees
- **City of Daytona Beach** – handled all lines of coverage, but was in the 1990s
- **Other Public Sector References** – While we don't have other current municipalities, we do have other public sector references such as; Halifax Health (since 1970 - all lines of coverage), Daytona State College (enroll foreign students and EMT/Police academy students for required medical coverage), Halifax Humane Society (since 2007 – provided benefits to their 62 employees) and United Way of Volusia (since 1991 – provided benefits to their 24 employees)

Q4. Can the Agent of Record produce reference contacts from municipal clients serviced within the past ten (10) years?

A4 ☒ Yes ☐ No

If yes, please list entity name(s), contact name(s) and contact phone number(s) below. **NOTE:** Contacts listed will be validated.

- City of Windermere – Howard Tipton (retired) – (386) 290-2012
- Volusia County School District – Sandy Higgenbotham, HR Director of Benefits – (386) 734-7190 ext. 20300
- Halifax Health – Teresa Martin – HR Director of Benefits – (386) 425-4332
- Halifax Humane Society – Susan Herrin - (386) 274-4703 ext. 315

Q5. As an Agent of Record, do you have benefit seminar planning experience?

A5 ☒ Yes ☐ No

Q6. As an Agent of Record, do you understand the Scope of Services?

A6 ☒ Yes ☐ No

Q7. As an Agent of Record have you had government experience with the following types of insurance and service?

A1. Agent of Record:

Medical:	☒ Yes	☐ No
Vision:	☒ Yes	☐ No
Dental:	☒ Yes	☐ No
Long Term Disability:	☒ Yes	☐ No
Life:	☒ Yes	☐ No
Flexible Spending Plan:	☒ Yes	☐ No
Claims Services:	☒ Yes	☐ No
Voluntary Benefits Services:	☒ Yes	☐ No

Q8. Have Agent of Record or any member of your agency ever been indicted, convicted, plead guilty or plead no contest to the commission of a felony?

A2. ☐ Yes ☒ No

Q9. As an Agent of Record, does your agency hold a minimum of five million dollars in professional errors and omissions liability insurance?

A9: ☐ Yes ☒ No
If not, what is the limit? \$2,000,000

Q10. Have Agent of Record or any member of your agency been involved in any claim or litigation with any Federal, State or Local Government or Private Entity?

A10. ☐ Yes ☒ No

Q11. As an Agent of Record, do you have preferred status with the insurance carriers? If so, please list which carriers and at what level:

A11. **Carrier: Preferred Status with Carrier:**

Florida Blue	Blue Diamond
Florida Health Care Plans	Blue Diamond
Mutual of Omaha	Preferred Broker
Guardian	Preferred Broker
UNUM	Strategic Partner – United Benefit Advisors
Sun Life	Strategic Partner – United Benefit Advisors
Colonial Life	Strategic Partner – United Benefit Advisors
Principal	Strategic Partner – United Benefit Advisors
The Standard	Strategic Partner – United Benefit Advisors

Q11. Who will be the City's principal contact(s) for this project? Provide name, title, and a brief description of the individual(s) experience in brokering benefit coverage.

Bob Berk, Executive and Group Benefit Specialist

- Almost 30 years of experience in Central Florida providing employee, executive and individual benefits
- Excellent working relationships with existing carriers in Florida
- Specialize in groups from 10 to 250 employees
- Achieve high participation levels for voluntary plans with proper education and enrollment process
- Ability to work with carriers to minimize rate increases
- Strong claims resolution history
- Great communication skills

Section IV

A Submittal Evaluation Committee will review and evaluate each submittal. The most qualified agency will be selected to provide the services to the City of Holly Hill based upon, but not limited to, the following evaluation criteria: Experience of professional personnel; Past and present performance with other municipalities; Litigation History. Submittal evaluation shall be based on the following:

Evaluation Criteria

- A. Municipal experience and public sector client base
- B. Scope of Services offered
- C. Completion and clarity of information in the submittal
- D. Preferred Status with Insurance Carriers
- E. Proof of Insurance
- F. Location of Physical Offices/Ability to service the City of Holly Hill

The evaluation criteria will be reviewed by the evaluation committee. The City shall in addition to price consider other factors such as competency, financial capability, quality of service, past performance, qualifications and other factors listed under evaluation criteria. This process will culminate with the identification of those considered to be the best qualified to partner with the City in providing the desired services and will be presented to the City commission for award of the bid. The City Commission's award is final. Accordingly, since other factors in addition to price will be considered, the City reserves the right to award the contract to other than the Vendor submitting the lowest price submittal, to accept or reject any submittal or portion thereof, and to negotiate or not negotiate with any firm.

Section V

The submittal shall be organized in binder form using index tabs to correspond to the following required information:

1. Methodology – A brief summary demonstrating an understanding of the services required and a planned approach to achieve those directives.
2. Submittal Form – Section III, Qualifications / Evaluation Criteria of this RFP **must be returned, each page initialed**, with your submittal.
3. Other Information – Include copies of all applicable licenses and Errors and Omissions certificate.

EXHIBIT "A"**INSURANCE CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT made and entered by and between the City of Holly Hill (City) and Reames Employee Benefits Solutions, Inc. (Agent of Record).

WITNESSETH

WHEREAS, the City desires to retain and engage an AGENT OF RECORD for the City for employee benefit programs.

WHEREAS, the parties hereto have reached an understanding with each other regarding the professional services to be performed and the compensation to be paid for such services as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) Engagement and Scope of Service. The City hereby retains the Agent of Record and the Agent of Record hereby accepts said engagement for the purpose of providing the City with professional services related to the City's insurance, including but not limited to:

a) Continually review the City's insurances and make recommendations to the City regarding all issues related to the City's insurances, including but not limited to the types of insurance needed, appropriate coverages and appropriate deductibles.

b) Market the insurance coverages on an annual basis including review of coverage forms, terms and conditions.

c) Review all insurance submittals and provide a summary to the City of all relevant information regarding each submittal including an evaluation of the limits, retentions, coverages, exclusions and pricing of all submittals. Agent of Record shall make a written recommendation to the City and detail

the basis for the recommendation, including an evaluation of the limits, retentions and coverages. Agent of Record shall also evaluate the financial strength and solvency of each bidder.

d) Assist the City in negotiating coverages, policy language, services, limits, retention and price with a proposed insurer. Provide expertise in negotiations with insurers to obtain acceptable policy terms and conditions and in the preparation of manuscript forms and endorsements.

e) Assist the City to facilitate the review of all claims and to advocate for the City's interest.

f) Assist the City in all disputes with the City's insurance companies and to advocate for the City's interest.

g) Continually review and monitor applicable rules and laws and assure that the City's insurance programs are in compliance with all Federal, State, and Local rules. Ensure that all insurance coverage provided by the City's insurer's at all times meet or exceed the City's requested coverage. Continually monitor the financial strength and solvency of each of the City's insurance companies and advise the City of condition(s) that may adversely impact the insurance company's ability to fulfill its contractual obligations to the City.

h) Assess the cost effectiveness of such programs, offer alternatives for evaluation, and recommend changes that are in the best interest of the City.

i) Advise on current trends or innovative programs that may be of interest to or benefit the City.

j) Provide such other assistance as the City may request from the Agent of Record related to the City's insurance.

2) City Insurance. The Agent of Record agrees to provide the service described in Paragraph 1 above for all of the City's insurance, including insurance the City does not currently have but may elect to purchase during the term of this Agreement. The City's insurance shall at a minimum consist of the following:

(a) Employee Benefit Programs. Benefits shall include dental, vision, life, and voluntary benefit services.

3) Duration and Termination. The initial term of this Agreement shall be from 12/01/16 date and shall expire on 12/31/18. The City shall have the right to exercise two (2) successive one (1) year extensions on the same terms and conditions by providing the Agent of Record with written notice at least thirty (30) days before the end of the term of the City's intent to exercise the extension. In the event the City does not provide written notice of intent to exercise the extension, the Agreement shall expire. The Agreement may be terminated during the term as follows:

a. Either party shall have the right to terminate without cause upon providing the other party at least thirty (30) days advance written notice. If the Agent of Record terminates without cause, the Agent of Record shall not be entitled to any compensation from the effective date of termination. The City has the option of waiving the thirty (30) day notice and making the termination effective at an earlier date including up to the date of receipt of the notice. In the event the City terminates without cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated.

b. Either party shall have the right to terminate for cause upon providing the other party written notice outlining in detail the breach(s). The breaching party shall have thirty (30) days from receipt of said notice to correct the breach(s). In the event the breach(s) are not corrected within said period of time, the non-breaching party can terminate immediately upon providing the breaching party a written notice of termination. In the event the City terminates for cause, the Agent of Record shall not be entitled to receive any additional compensation after the effective date of the termination as provided in the written notice of termination. In the event the Agent of Record terminates for cause, the Agent of Record will be paid the full compensation owed through the end of the current term of the Agreement as if the Agreement had not been terminated. The only basis for the Agent of Record to terminate for cause is in the event the City fails to pay the Agent of Record compensation that is due and owing.

4. Compensation. The Agent of Record shall be paid the total sum of \$61,500.00 for the services rendered for the duration of the contract.

Year One:	\$ 30,000	Period 12/01/16 - 12/31/17
Year Two:	\$ 31,500	Period 01/01/18 - 12/31/18

Total: \$ 61,500

Options (if elected by City)

Year Three:	\$ 33,000	Period 01/01/19 - 12/31/19
Year Four:	\$ 34,500	Period 01/01/20 - 12/31/20

One-half of the Annual compensation shall be paid within thirty (30) days of the City purchasing/renewing all insurance covered by this Agreement. The annual balance shall be paid in four equal quarterly installments from the effective date of this Agreement through the end of the annual period. Payment shall be made by the 15th of the first month of the quarter. Agent of Record shall be responsible for all costs it incurs in providing the City the services outlined in this Agreement. Agent of Record shall execute an affidavit(s) at the request of the City attesting that the insurance premiums paid by the City are net of any commission or other benefit paid to the Agent of Record and that the Agent of Record has not received any compensation or any other form of benefit due to the City purchasing said insurance(s) other than the compensation paid by the City.

5. Prohibited Services, Compensation and Conflicts. The Agent of Record hereby represents that the only compensation or any other form of benefit the Agent of Record received or will receive in any way related to the insurance obtained pursuant to this Agreement is the compensation set forth in Paragraph 4 above. The Agent of Record will act in the capacity as a broker, agent or agent of record for any insurance obtained or procured pursuant to this Agreement. At all times the Agent of Record shall avoid any relationship with any of the City's insurance companies that would create or give the appearance of a conflict of interest. Any questionable relationship shall be disclosed to the City and the City shall make the final determination as to whether the relationship creates a conflict of interest. In the event the City determines that a relationship creates a conflict of interest, the Agent of Record shall either not have the relationship with the insurance company or terminate this agreement without cause.

6. Insurance. The Agent of Record shall at a minimum provide the following insurance and the City shall be named as an additional named insured on each policy:

a) Commercial liability insurance in an amount of not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage.

b) Automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Agent of Record, in an amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property.

c) Workers' compensation insurance for all employees of the proposing agency as required by Florida Law to include employee liability of not less than \$500,000 for each occurrence.

d) Errors and omissions liability coverage in an amount of not less than \$5,000,000.

7. Governing Law, Venue, Attorney Fees and Severability. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed by laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for any litigation arising out of or in any way related to this Agreement shall be in State Court, Volusia County, Florida and the Agent of Record specifically waives any Federal Court jurisdiction. The prevailing party in any litigation arising out of or in any way related to this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs, including all cost of appeal.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the services to be performed and furnished by the Agent of Record hereunder. No statement, representation, writing understanding or agreement made by either party, or any representative of either party, which is not expressed herein shall not be binding. All changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

9. This Agreement shall be effective on _____.

City of Holly Hill

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2016

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

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

PRODUCER N.T. Vincent Insurance P.O. Box 1711 Daytona Beach, FL 32115	CONTACT NAME: D. Glenn Vincent, CPCU PHONE (A/C, No, Ext): (386) 258-1515 FAX (A/C, No): (386) 258-5271 E-MAIL ADDRESS: glenn_vincent@msn.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Reames Employee Benefits Solutions, Inc. P.O. Box 1030 Daytona Beach, FL 32115	INSURER A: Foremost Signature Insurance Company	
	INSURER B: Foremost Property and Casualty Ins. Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

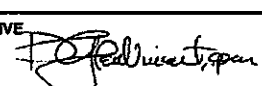
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		PAS04017945	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		PAS04017945	02/01/2016	02/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC04016509 06	02/01/2016	02/01/2017	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

[Empty space for Certificate Holder information]
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CANCELLATION

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

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THE CITY OF DAYTONA BEACH
BUSINESS TAX # BT-68934
THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

REAMES EMPLOYEE BENEFITS SOLUTION INC
149 E INTL SPEEDWAY BLVD
INSURANCE AGENCY

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BT-68934	TAX RECEIPT NO.
68934	ACCOUNT NO.
08/12/2009	VALID FROM
09/30/2016	VALID TO
10/07/2015	DATE PAID
\$150.00	AMOUNT PAID

0905 INSURANCE AGENCY OR COMPANY

BERT & JULIE REAMS
REAMES EMPLOYEE BENEFITS
149 E INTL SPEEDWAY BLVD
DAYTONA BEACH, FL 32118

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

TAX RECEIPT



CERTIFICATE OF LIABILITY INSURANCE

DATE: 9/9/15

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

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

PRODUCER Aon Affinity Insurance Services, Inc. 159 E County Line Rd Hatboro, PA 19040 Aon Solutions for Insurance Advisors	CONTACT NAME: Aon Affinity Insurance Services PHONE (A/C No. Ext): 877.718.4655 FAX (A/C No.): 877.443.9183 E-MAIL ADDRESS: info@agents-co.com PRODUCER CUSTOMER ID#:																						
INSURED Reames Employee Benefits Solutions Inc. 149 E International Speedway Boulevard Daytona Beach, FL 32118	<table border="1"> <thead> <tr> <th data-bbox="781 573 1243 581"></th> <th data-bbox="1243 573 1310 581">INSURERS AFFORDING COVERAGE</th> <th data-bbox="1310 573 1429 581">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="781 581 1243 592">INSURER A:</td> <td data-bbox="1243 581 1310 592">Granite State Insurance Company</td> <td data-bbox="1310 581 1429 592"></td> </tr> <tr> <td data-bbox="781 592 1243 600">INSURER B:</td> <td data-bbox="1243 592 1310 600"></td> <td data-bbox="1310 592 1429 600"></td> </tr> <tr> <td data-bbox="781 600 1243 611">INSURER C:</td> <td data-bbox="1243 600 1310 611"></td> <td data-bbox="1310 600 1429 611"></td> </tr> <tr> <td data-bbox="781 611 1243 619">INSURER D:</td> <td data-bbox="1243 611 1310 619"></td> <td data-bbox="1310 611 1429 619"></td> </tr> <tr> <td data-bbox="781 619 1243 630">INSURER E:</td> <td data-bbox="1243 619 1310 630"></td> <td data-bbox="1310 619 1429 630"></td> </tr> <tr> <td data-bbox="781 630 1243 638">INSURER F:</td> <td data-bbox="1243 630 1310 638"></td> <td data-bbox="1310 630 1429 638"></td> </tr> </tbody> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A:	Granite State Insurance Company		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:			
	INSURERS AFFORDING COVERAGE	NAIC #																					
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INSURER B:																							
INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES

CERTIFICATE NUMBER: 525515000

REVISION NUMBER:

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

CSR LTRA	TYPE OF INSURANCE	ADD'L NRSD	SUBR WYO	POLICY NUMBER	POLICY EFF (10/00/YY)	POLICY EXP (11/00/YY)	LIMITS INCLUSIVE OF DEFENSE COSTS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- JECT ☐ LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXC (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTO ☐ ☐						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION						EACH OCCURRENCE AGGREGATE
A	Claims Made and Reported Errors & Omissions Professional Liability			AGY 8766401	07/01/2015	07/01/2016	<u>Limit:</u> \$2,000,000 per Claim/\$2,000,000 Aggregate per Insured

DATE	DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
10-1-68	10-1-68
10-2-68	10-2-68
10-3-68	10-3-68
10-4-68	10-4-68
10-5-68	10-5-68
10-6-68	10-6-68
10-7-68	10-7-68
10-8-68	10-8-68
10-9-68	10-9-68
10-10-68	10-10-68
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10-26-68	10-26-68
10-27-68	10-27-68
10-28-68	10-28-68
10-29-68	10-29-68
10-30-68	10-30-68
10-31-68	10-31-68

**** Errors & Omissions Professional Liability coverage – for the named insured listed above based upon the terms and conditions of the policy for the sale and / or servicing of Life, Accident and Health products.** Deductible \$7,500**

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Aon Affinity Insurance Services, Inc.

FLORIDA DEPARTMENT of FINANCIAL SERVICES

REAMES EMPLOYEE BENEFITS SOLUTIONS, INC.

149 B INTERNATIONAL SPEEDWAY BOULEVARD
DAYTONA BEACH FL 32118

Agency License Number L062827

Location Number: 195974

Issued On 08/07/2009

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jeff Atwater
Jeff Atwater
Chief Financial Officer
State of Florida



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

**City Commission
Resolution**

MEETING DATE: November 15, 2016
FROM: Mark Juliano
SUBJECT: Resolution 2016-R-75 A Resolution of the City Commission of the City of Holly Hill, FL, Authorizing the City Manager to Enter into an Agreement with Ashbritt Environmental for Disaster Debris Removal, Reduction and Recovery Services Under Volusia County RFP-16-P-32 PW; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1510)
APPLICANT:
PLANNER:

DISCUSSION:

AshBritt Environmental is currently under contract with the City of Holly Hill for debris removal and reduction as a result of Hurricane Matthew. This contract was initiated in June of 2011. This contract (RFP - P - 75 JD) is set to expire on Saturday, November 12, 2016.

AshBritt Environmental was recently awarded a new contract by Volusia County to perform Debris Removal, Reduction and Recovery Services (RFP 16 - P - 32 PW). A provision in the RFP allows for municipalities to enter into a Cooperative Purchasing Agreement with AshBritt upon mutual agreement under the same prices, terms and conditions. The Public Works Department has been pleased with the overall effort made by AshBritt to clean up our City as expeditiously as possible.

The new contract commences on November 13, 2016 and will extend through January 31, 2020. There are also two (2) one (1) year renewals if mutually agreed upon by all parties.

FISCAL ANALYSIS:

Funding for Debris Removal, Reduction and recovery from Hurricane Matthew was recently appropriated by the City Commission in the amount of 2 million dollars.

STAFF RECOMMENDATION:

The Public Works Department recommends authorizing the City Manager to enter into an Agreement for Debris Removal, Reduction and Recovery with AshBritt Environmental retroactive to November 13, 2016.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2016-R-75, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ASHBRIIT ENVIRONMENTAL FOR DEBRIS REMOVAL, REDUCTION AND RECOVERY SERVICES RETROACTIVE TO NOVEMBER 13, 2016.

ATTACHMENTS:

- 16-P-32PW RFP Document (PDF)
- Addendum No. 1 (PDF)
- Addendum No. 2 (PDF)
- Addendum No. 3
- Approved Agenda Item (PDF)
- Award Recommendation (PDF)
- Volusia County Debris Removal, Reductions and Disposal Contract with AshBritt Environmental (PDF)
- AshBritt Agreement (PDF)

Resolution No. (ID # 1510)**RESOLUTION 2016-R-75 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FL, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ASHBRIIT ENVIRONMENTAL FOR DISASTER DEBRIS REMOVAL, REDUCTION AND RECOVERY SERVICES UNDER VOLUSIA COUNTY RFP-16-P-32 PW; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2016-R-75**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ASHBRIIT ENVIRONMENTAL FOR DISASTER DEBRIS REMOVAL, REDUCTION AND RECOVERY SERVICES UNDER VOLUSIA COUNTY RFP-16-P-32 PW; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient availability of Disaster Debris Management Services within the corporate limits of the City of Holly Hill, Florida resulting from a storm or man-made disaster event; and

WHEREAS, the immediate economic recovery of the City of Holly Hill, Florida and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, Volusia County, Florida has selected through competitive process a firm proficient in providing series; and

WHEREAS, the City of Holly Hill, Florida has reviewed the solicitation, proposal, and evaluation related to the selection of the firm by Volusia County, Florida endorses with the process and selection; and

WHEREAS, the City of Holly Hill, Florida has reviewed the contract for services between Volusia County, Florida and AshBritt Environmental and has found the Scope of Services, prices, terms and conditions set out in the Contract to be reasonable, acceptable and of benefit to the citizens of Holly Hill, Florida; and

WHEREAS, Section 30-63, (3)2 of the Code of Ordinances, Goods and services may be procured without competitive selection pursuant to a cooperative purchase agreement. All terms and conditions of the city's contract, including unit prices and rates, must be equal to or better than the terms and conditions of RFP 16-P-32-PW.

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

SECTION 1. Having reached concurrence and acceptance of the procurement process and the contract stipulations the City of Holly Hill, Florida agrees to enter into a contract with AshBritt Environment for Debris Removal, Reduction and Recovery Services without modification in the original terms, conditions or pricing under the Volusia County RFP 16-P-32-PW.

SECTION 2. That the City Manager is authorized to execute said contract with AshBritt Environmental for Debris Removal, Reduction and Recovery under the Volusia County RFP 16-P-32-PW.

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 15th day of NOVEMBER, 2016.



**REQUEST FOR PROPOSAL
FOR
DEBRIS REMOVAL, REDUCTION,
AND RECOVERY**

RFP NO. 16-P-32PW

Closing Date: Wednesday, March 2, 2016 at 3:00PM EST

**DO NOT RESPOND TO THIS SOLICITATION ON LINE
SEE SECTION 1.3.4, *DELIVERY OF PROPOSALS***

Purpose of RFP

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals for Debris Removal, Reduction and Recovery for the County of Volusia, Florida.

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RFP 16-P-32PW**Debris Removal, Reduction and Recovery****1.0 PURPOSE & OVERVIEW/BACKGROUND**

The Volusia County (County) Public Works Department (PW) is seeking to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, the County seeks proposals from qualified Contractors with sufficient experience in the specialized management of disaster response labor and subcontractors for the purpose of debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. Consequently, qualified Contractors must have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes typical of a hurricane in addition to localized small-scale volumes typical of a tornado.

2.0 SCOPE OF SERVICES

See EXHIBIT “A” for the complete scope of services.

2.1 Exhibits

Exhibit A-Scope of Services

Exhibit B-Project Specific Definitions

Exhibit C-Price Schedule

Exhibit D-FHWA Form 1273

Exhibit E-FHWA Buy America

3.0 GENERAL TERMS & CONDITIONS**3.1 Definitions-See Exhibit B for project specific definitions.**

As used in this RFP, the following terms shall have the meanings set forth below:

Contract: The document resulting from this solicitation between the County and the awarded Respondent, including this RFP, and the awarded Respondent’s response along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor: That person or entity duly authorized, upon award of a contract, to have a Contract with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contract Administrator: The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the Director of Purchasing and Contracts.

County: The word County refers to the County of Volusia, Florida.

County's Project Manager(s): The Project Manager(s) have responsibility for the day to day administration of the resulting Contract for the County and will be designated prior to award of Contract.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Purchasing and Contracts for the County of Volusia.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Proposal: The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.

Protest: See process at www.volusia.org/purchasing.

Respondent: One who submits a response to a request for proposal (RFP).

Respondent's Project Manager: The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.

3.2 RFP Closing Date

Proposals (also referred to herein as "Submittals," "Offers," or "Responses") must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., local time, on Wednesday, March 2, 2015. Proposals received after this time will not be considered.

3.3 Proposed Schedule

02/01/2016Release date for Request For Proposal

02/10/2016Pre-proposal Conference
 02/17/2016Final date to receive written questions
 02/24/2016Release date for answers to written questions
 03/02/2016Closing Date

3.4 Delivery of Proposals

DO NOT RESPOND TO THIS SOLICITATION ON LINE

All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):

County of Volusia, Florida
 Purchasing and Contracts Office, Room 302
 123 West Indiana Avenue, 3rd floor
 DeLand, Florida 32720-4608

Mark package(s) **“RFP # 16-P-32PW**

Note: Please ensure that if a third party carrier (Federal Express, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to Room **302**, in the Purchasing Office on the third (3rd) floor at the above address. To be considered, a proposal must be received and accepted in the Purchasing and Contracts Office before the RFP Closing Date and Time.

3.5 Pre-proposal Conference

- A. A pre-proposal conference will be held in the Purchasing Conference Room at 123 W. Indiana Avenue, Room 300, DeLand, FL, at 11:00 a.m., EST, on Wednesday, February 10, 2016. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County’s ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County’s ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

3.6 Public RFP Opening

- A. Pursuant to Section 119.071, Florida Statutes, Bids or proposals (“responses”) and the completed tabulation are exempt from disclosure as a public record until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the Bids, proposals or final replies, whichever is earlier. Names only of firms submitting proposals will be read aloud at the RFP opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or, to inspect the completed tabulation, go to www.volusia.org/purchasing. The foregoing notwithstanding, if, prior to the County’s making responses available for inspection, the County rejects all responses and concurrently provides notice of the County’s intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such exemption may apply.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County’s ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County’s ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

3.7 Public Records

Public Records - § 119.0701, Florida Statutes. Contractor acknowledges that the services and work to be performed pursuant to this Contract may be performed by the County itself as a political subdivision of the State of Florida, which is subject to the public records requirements of Chapter 119, Florida Statutes and Article I, § 24 of the Florida Constitution. Given the foregoing, the Contractor hereby agrees to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the County to perform the services and work provided pursuant to this Contract;
- B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the

cost provided in Chapter 119, Florida Statutes, or as otherwise may be provided by law;

- C. Ensure that public records that are statutorily 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 County all public records in the possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are statutorily exempt or confidential and exempt from statutory public records disclosure requirements. For the purposes of complying with this paragraph, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the public agency;
- E. In responding to any public records request, Contractor shall (i) notify the County of the request and the Contractor's intentions with regard to such request and (ii) provide the County with copies of all records requested and produced, as well as copies of all correspondence between the Contractor and the requestor. Contractor further agrees not to release any records that are statutorily exempt from disclosure or statutorily confidential and exempt without first receiving prior written authorization from the County, it being understood that the legislature has designated such records exempt or otherwise confidential based upon important public policy or safety reasons.

Contractor shall indemnify the County for and hold the County harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to perform or otherwise adhere to the requirements of this Section 3.7, including, but not limited to, any third party claims or awards for attorneys fees and costs arising therefrom, claims for negligent disclosure of confidential or exempt records, and claims for failure to produce or otherwise timely produce records subject to disclosure. County shall further be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this Section 3.7, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of the remedies recited herein shall not be interpreted to limit or otherwise restrict the County from seeking any other appropriate cause of action against or remedy from the Contractor, whether in law or in equity, in the County's enforcement of the requirements of this Section 3.7.

3.8 Proposal Form

- A. See **Submittal Requirements** for complete details
- B. Each Respondent shall submit **Eight (8)** complete sets of the RFP Submittal:
 - **One (1)** hard copy marked "ORIGINAL"
 - **Six (6)** hard copies marked "COPY"

Note: It is not necessary to return every page of the original solicitation document with the hard copies of the RFP Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information as detailed in Section 4.0.

- **One (1) COMPLETE** electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the RFP Submittal shall include ALL submittal requirements, as detailed in Section 4.0.

Note the solicitation number and name of company on the CD or USB drive.

Do not send confidential information, proprietary information, or trade secrets.

- C. Terms and conditions differing from those in this RFP may be cause for disqualification of the RFP Proposal.
- D. The Bid Submittal Form (Section 4.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.
- E. Failure to provide the required information may result in the proposal not being considered. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages shall be received in the Volusia County Purchasing Office by the advertised deadline.

3.9 Questions, Exceptions, and Addenda Concerning RFP 16-P-32PW

- A. It is incumbent upon each Respondent to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this RFP shall be directed by letter, facsimile transmission, or e-mail to the Procurement Analyst named in item B (below), who shall be the official point of contact for this RFP. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.
- B. Mark cover page or envelope(s) "Questions, Exceptions and Addenda Concerning RFP # 16-P-32PW Debris Removal and Recovery

Submit questions to:

Pam Wilsky, CPPB, Procurement Manager

Telephone:.....386-822-5779
 Fax:386-736-5972
 E-mail:.....pwilsky@volusia.org

- C. If it becomes necessary for the County to revise any part of this RFP, an addendum will be posted on the County's web site. It is each Respondent's responsibility to check the Volusia County web site for any addenda at www.volusia.org/bidlist. Each Respondent should ensure that they have received all addenda to this RFP before submitting their proposal. In their proposals, Respondents must provide proof of receipt of each addendum by signing each addendum and returning each addendum to the County. Failure to provide this proof may cause Respondent's proposal to be rendered *non-responsive*.
- D. Each addendum issued by the County shall become a material part of this solicitation and the resulting Contract.

3.10 Award

The County reserves the right to award the Contract to the Respondent(s) that the County deems to offer the best overall proposal or solution, as defined in Section 3.27, Evaluation Criteria in this solicitation. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RFP, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting and re-soliciting when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and/or qualifications of Respondents and to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

3.11 Other Agencies

- A. All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions.
- B. It is understood that at no time will any city or 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 order to the awarded Respondent(s).

3.12 F.O.B. Point

The F.O.B. points for the Contract and for all purchases made under it shall be as specified by the using department (in accordance with the RFP proposal form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted

each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Seller/Respondent and the carrier.

3.13 Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Respondent to use or display County's Intellectual Property on Respondents submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

3.14 Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section 3.14 shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).

Failure by the Contractor 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 3.14, 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 Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section 3.14.

Nothing herein shall preclude the right of the County to waive its rights under this Section 3.14 but no waiver shall be granted by the County without amendment to the Contract.

3.15 Contract

- A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be, at the sole discretion of the County, incorporated into a Contract and become legally binding on the selected proposer. The content of the Contract may contain changes as a result of the RFP process and the content of the submittal received. The Contract shall, at minimum, include the substantive terms and conditions as outlined in the RFP and be subject to review

by the County attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and may contain those additional terms and conditions that the County deems in its best interest.

- B. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designees are authorized to make changes to any Contract.
- C. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the Respondent should promptly contact the Purchasing Office at 386-736-5935.

3.16 Disclosure of Proposal Content

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any submittal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, FS, (as amended).

3.17 Respondent's Responsibility

A Respondent, by submitting a proposal, represents that:

- A. The Respondent has read and understands the RFP in its entirety and that the proposal is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. Before submitting its proposal, the Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Contract and has verified any representations made by the County of Volusia, Florida, upon which the Respondent has relied;
- D. The Respondent understands and agrees that if the Respondent receives an award, failure to have made such investigations pursuant to Respondent's proposal to the RFP will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and

- E. The Respondent understands and accepts that it will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Contract term or up to and including three (3) fiscal years following the County's annual audit.

3.18 Payment Terms

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capabilities of Electronic Fund Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Vendors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.
- D. By submitting a proposal to the County of Volusia, Florida, the Respondents expressly agree that, if awarded a Contract, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including but not limited to real property taxes, personal property taxes, fees, and commissions.

3.19 Conflict of Interest Form

All Respondents shall properly complete, have notarized, and include with their submittal the attached form disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, Contracts, or interests associated with this project.

3.20 Licenses and Certificates

- A. The County reserves the right to require proof that each Respondent is an established business and is abiding by the ordinances, regulation, and laws of its community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number; and
- B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.
- C. If a license is required, the Respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances.

Respondents shall also verify that their Subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

- D. Each Respondent shall submit with their proposal a copy of, and upon award of Contract, the Contractor shall maintain the appropriate licenses and certificates during the term of the Contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the Contract.

3.21 Minor Irregularities

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving any Respondent an advantage or benefit not enjoyed by other Respondents.

3.22 Venue and Governing Law

All legal proceedings brought in connection with the Contract executed for the services provided as award under this RFP Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each Respondent agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against Respondent. In the event of a legal proceeding, the action shall be by non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

3.23 Insurance

- A. Required Types of Insurance
The Contractor shall purchase and maintain at its own expense, during the term of this Contract 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:

SCHEDULE

LIMITS

Workers' Compensation

Florida Statutory Coverage

Commercial General Liability\$2,000,000. General Aggregate
..... \$1,000,000 Each Occurrence

Premises-Operations\$2,000,000. Products/CompOps Aggregate
 Products-Completed Operation.....\$1,000,000. Personal/Advertising Injury
\$1,000,000. Each Occurrence

Umbrella Liability Insurance\$2,000,000

Auto Liability.....\$1,000,000. CSL
 All autos-owned, hired or non-owned
 (Symbol 1 Coverage)

*Contractor's Pollution Liability\$4,000,000 General Aggregate
\$2,000,000 Each Occurrence

*(Must be in place upon activation, including the cost of defense during the term of this agreement and for a period of five (5) years following the completion of the work as outlined in the RFP)

The County of Volusia shall be named as an additional insured under all of the above coverages except Workers' Compensation.

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 contract).

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.
3. Workers' Compensation Insurance. Per Section 3.23, A, Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under this Contract or that is in any way connected with work or services performed under this Contract, 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.
 - a. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under this Contract 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).

4. Commercial General Liability Insurance. Per Section 3.23, A, 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 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 Contract. Public liability coverage shall include either blanket contractual insurance or a designated Contract contractual liability coverage endorsement, indicating expressly the Contractor's contract to indemnify, defend, and hold harmless the County as provided in this Contract. 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 Contract. 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.
5. Excess/Umbrella Liability. Per Section 3.23, A, the Contractor shall obtain an excess liability policy in addition to the scheduled underlying policies (commercial general liability, business auto liability, professional, and employers' liability) with a limit of no less than the amount shown above. This insurance shall name the County as an additional insured and include either blanket contractual or a designated contract contractual coverage endorsement, indicating expressly the Contractor's agreement to hold the County harmless. The excess/umbrella liability policy shall provide exclusive coverage for the location or project site where the work or services are to be performed under this Contract. In the alternative, the excess/umbrella 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.

6. Motor Vehicle Liability. Per Section 3.23, A, the Contractor shall secure and maintain during the term of this Contract, 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 **with “Any Auto”, Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** 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.
7. Pollution Liability. Per Section 3.23, A, the Contractor shall obtain and maintain a pollution liability insurance policy with a limit of liability of no less than the amount(s) shown above on a per occurrence/aggregate basis for any work or services performed under this Contract including but not limited to environmental/pollution related services, including but not limited to, testing, design, consulting, analysis, other consulting work (whether self-performed or subcontracted), discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot fumes, acids, alkalis, toxic chemicals, liquid or gasses, waste materials, irritants, contaminants, pollutants into or upon land, atmosphere or any watercourse or body of water (including groundwater at or under or emanating arising from work or services performed under this Contract) and for all above-ground storage tanks, in-ground storage tanks, and other potentially hazardous materials, insuring the Contractor’s liability for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death, property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from Contractor’s operation, and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by the Contractor. The County shall be named as additional insured.
8. Coverages for professional and pollution liability shall be provided on an occurrence form or a claims made form with a retroactive date equal to at least the first date of this Contract and with a three (3) year reporting option beyond the expiration date of this Contract including any amendments to the Contract term. County shall be included as an additional named insured under the pollution liability insurance policy.
9. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

B. General Insurance Requirements

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.
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 Contract and for such longer periods of time as may be required under other clauses of this Contract.
3. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit, or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this Contract. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all policies of insurance required under this Contract (including Workers' Compensation, and general liability).
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 Contract.
5. Cancellation Notices. During the term of this Contract, Contractor shall be responsible for promptly advising and providing County of Volusia's Risk Management Division and the Purchasing and Contracts Division with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under this Contract within two (2) business days of receipt of such notice or change.
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 Contract except professional liability and workers compensation.
7. Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 3.9,

Questions, Exceptions, and Addenda Concerning RFP #16-P-32PW to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County's Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractor with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Contract at no additional cost to the County.

C. Proof of Insurance

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.
2. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of this Contract and the Contractor shall not commence Work or provide any Service until the Contractor has obtained all the insurance required under this Contract and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of the following types of insurance policies and any changes or amendments thereto, immediately, to the County and County's Risk Management and Purchasing and Contracts Divisions prior to the commencement of any contractual obligations. This Contract may be terminated by the County, without penalty or expense to County if at any time during the term of this Contract proof of any insurance required hereunder is not provided to the County.
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 Contract 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.

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 Contract. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate this Contract but County has no obligation to renew any policies.
- D. The provisions of this Article shall survive the cancellation or termination of this Contract.

3.24 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent(s) shall be awarded a Contract for an initial three (3) year term with two (2) subsequent one (1) year renewals.

All renewals will be contingent upon mutual and written agreement and, when applicable, approval of County Council.

3.25 Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Contract termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor and the Contractor shall provide such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices decrease.

3.26 Waiver of Claims

Once the Contract expires, or final payment has been requested and made, the Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning the Contract.

3.27 Evaluation Criteria

Each proposal shall be evaluated using the following criteria based on 100 point scale as noted below:

- A. That all proposal documentation was submitted timely and in conformance with all requirements of the RFP.
- B. That the following elements of Contractor's proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the County deemed to be in the best interest of the public:
 - 1. Qualifications of the firm and the employees that will be assigned to the County; 20 Points
 - 2. Experience in providing similar services / references, including timeliness of performance; in order to evaluate past performance, all proposer are required to submit three (3) references illustrating a minimum of five (5) years' relevant service that are the same or similar to the magnitude of this RFP. In addition required documentation as requested in Tab 3 (For company name and/or ownership changes, appropriate documentation shall be required); 20 Points
 - 4. Overall project methodology/approach to support the needs and objectives of the project; 10 Points
 - 5. Operational plan including regional plan; 10 Points
 - 6. Rate Structure; 30 Points
 - 7. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. 10 Points

3.28 Termination

- A. The resulting Contract may be terminated by either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party.
- B. County may terminate the resulting Contract for convenience or non-appropriation upon at least thirty (30) calendar days' prior written notice to Contractor.
- C. The Contractor may cancel the resulting Contract with one-hundred eighty (180) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor being barred from future business with the County.
- D. After Contractor's receipt of a notice of termination pursuant to Paragraph A 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:

1. Stop work under the Contract or applicable statement of work on the date specified in the notice of termination.
 2. Place no further orders or subcontracts for materials, services or facilities.
 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.
 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 Section 3.28, Termination.
- E. 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, unless one or more extensions in writing are granted by the County, upon request of the Contractor made 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. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund to County any prepaid fees.
- F. **Non-Appropriation.** The resulting Contract 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 the Article entitled Compensation in the resulting Contract.
- G. In the event that the resulting Contract is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with terms of the Article entitled Compensation in the resulting Contract. Contractor shall be paid to the date of termination on a prorated basis. County's obligation to pay Contractor under this Section 3.28, Termination, and the resulting Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of the resulting Contract. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.
- H. 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 the resulting Contract which is not specifically authorized in the notice of termination.

I. If termination of the resulting Contract occurs for any reason:

1. Except as otherwise provided in the resulting Contract, Contractor shall return to the County, or destroy, all County confidential information in Contractor' possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the work or service performed hereunder.
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 the resulting Contract 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 the Article entitled Compensation in the resulting Contract. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in the Article entitled Dispute Resolution in the resulting Contract.

J. 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.

3.29 Incurred Expenses

This RFP does not commit the County of Volusia to award a Contract, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a proposal in response to this RFP, or any cost or expense incurred by any Respondent prior to the execution of a Contract.

3.30 Post-Proposal Discussions with Respondents

It is the County's intent to award a Contract(s) to the Respondent(s) deemed most advantageous to the County in accordance with the evaluation criteria specified in this RFP. The County reserves the right, however, to conduct post-closing discussions with any Respondent who has a realistic possibility of Contract award including, but not limited to, requests for additional information and competitive negotiations.

3.31 Presentations by Respondents

- A. The County of Volusia, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.
- B. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the requirements of the RFP. The demonstration must satisfy the County and the County shall be the sole judge of compliance.
- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.32 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular Respondent but to ensure that the County receives quality services.

3.33 Compliance with Laws and Regulations

Contractors shall be responsible to know and to apply all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The awarded Contractor shall protect and indemnify the County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of submittal, Contractors must hold the required licensure to be the prime Contractor for all work to be performed under this RFP. If any Contractor proposes to use a Subcontractor or sub-consultant to perform any work under this RFP, such Subcontractor and/or sub-consultant shall, at the time of submittal, hold the required licensure for all work to be performed under this Contract as a Subcontractor and shall

maintain such license(s) in full force and effect during the term of the awarded Contract. All licenses and permits required to perform Contractor's duties under this RFP, whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at each Contractor's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Contract.

3.34 Compliance with Federal E-Verify Regulations

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Contractor covenants and agrees that if it is found in violation of this Section 3.34 or the Executive Order, such violation shall be a material breach of this Contract and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

3.35 Limitation of Liability and Indemnification of County

- A. The Contractor shall, at its own expense, indemnify, defend, and hold harmless the County and its public officials (elected and appointed), successors and assigns, agents, officers, and employees, from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to a person or damage to property), 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, or anyone directly or indirectly employed by Contractor, except that the Contractor will not be required to indemnify, defend and hold harmless the County if such claim, damage, loss and expense is the result of the sole negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.
- B. **Sovereign Immunity.** County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). 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 or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been 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 contract, 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 claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3.36 Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. 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 resulting Contract. 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 Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section 3.36, Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

3.37 Change in Scope of Services/Work

- A. The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the awarded Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment or change order to the Contract signed by the County Representative, County's Director of Purchasing and Contracts, and the Contractor.
- B. If the Contractor believes that any particular work is not within the Statement of Work of the Contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Statement of Work. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

3.38 Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Contract as the result of changes in law and/or Ordinances of Volusia County to impose new rules and regulations on the Contractor under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The Statement of Work and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State, or County law or the Ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Contract, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Contract under this clause.

3.39 Safety

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

3.40 Right to Require Performance

- A. The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Contractor to deliver services in accordance with the Contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

3.41 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Contract, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a “Force Majeure Event”). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are 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.
- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party’s performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. 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 the Contract.

3.42 Contractor’s Personnel

The Contractor shall be responsible for ensuring that its employees, agents, and Subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

By submission of a proposal, each Contractor certifies that it does not knowingly or willingly and will not during the performance of the resulting Contract employ illegal alien workers (i.e., non-U.S. citizens who have not been issued valid, appropriate, and current non-immigrant work visas, Form I-551s, or other similar governmental documentation necessary to authorize such persons to reside and perform compensated work or services, whether temporarily or permanently, within the United States) or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the Contract, the Contractor shall agree to the following:

- The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 3.42.

The Contractor shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor.

The Contractor and any Subcontractor shall pay all employees working on the awarded Contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794), as amended.

Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Contractor, shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.

3.43 Disadvantaged Business Enterprise Program

The County Council has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

3.44 Performance and Payment Bonds

Contractor shall furnish Construction Performance and Payment Bonds in conformance with Florida Statute 255.05 in the amounts indicated below within seven days after an Event Notice to Proceed is issued, as security for the faithful performance and payment of all Contractor's obligations under the resulting Contract. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating.

An attorney in fact who signs Performance and Payment Bonds must file with the bond a certified copy of his/her power of attorney to assign said bond.

Level 1 Event/ Tropical Storm to Hurricane Category I shall be in the amount of four million (\$4,000,000.00) dollars.

Level II Event/ Hurricane Category II shall be in the amount of ten million (\$10,000,000.00) dollars.

Level III Event/ Hurricane Category III and above shall be in the amount of twenty five million (\$25,000,000.00) dollars.

Performance and Payment Bond amounts for other events shall be determined based on the severity and magnitude of the event.

Performance and Payment Bonds for each event shall comply with all other requirements, unless otherwise stated. If the catastrophic event diminishes after the Event Notice to Proceed is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said event.

3.45 Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name:	County of Volusia, Florida Personnel/Risk Management Division
Address:	230 North Woodland Boulevard, Suite 250 DeLand, Florida 32720
Telephone:	386-736-5963
Fax:	386-822-5006

3.46 County/Contractor Relationship

The County of Volusia reserves the right to award one or more Contracts to provide the required services as deemed to be in the best interest of the County.

Any awarded Contractor shall provide the services required herein strictly under a Contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant

employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

3.47 Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

- A. The Contractor shall pay the County, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Release Orders.
- B. The Contractor shall pay the County, as liquidated damages, \$1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- C. The Contractor shall pay the County, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).
- D. The Contractor shall pay the County, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

3.48 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.49 Proposal Acceptance Period

Any Proposal in response to this RFP shall be valid through **June 30, 2016**. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by **June 1, 2016**.

4.0 SUBMITTAL REQUIREMENTS

It is **not** necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information as listed below.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized in sections tabbed in the order described below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

Submittal Format – Material shall be submitted in a loose leaf binder format, not as bound documents or with coil spines (plastic or metal). Respondents shall not submit material in any binder that exceeds two inches (2"); provide proposal in multiple binders if required.

NOTE: Failure of the Respondent to clearly and specifically address each of the items listed below may result in the Proposal *not* being evaluated or considered for award.

All proposals shall include at a minimum:

Tab 1 – Respondent's Profile and Submittal Letter

- A. A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RFP, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.
- B. A brief profile of the firm, including: (customize to fit your project)
 1. A brief history of the business;

2. Organizational structure of business;
3. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;
4. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org;
5. Ownership interests;
6. Active business venues (counties, states, etc.);
7. Present status and projected direction of business;
8. The overall qualifications of the business to provide the services requested;
9. The **qualifications** of the firm's employees who will work on the Contract;
10. Federal Identification Number of firm.

Tab 2 - Completed Proposal Form (use attached form Section 5.0)

Tab 3 – Experience, Past Performance, and References

- A. **Existing Contracts:** The Proposer shall provide a listing of current contracts in Florida. The Proposer shall include a graph or other informational diagram/format indicating the allocated and available resources. Indicate commitment and availability of staff and resources to Volusia County.
- B. **Current and Past Experience in Debris Removal Projects:** Proposer(s) must list and provide required information from **all** debris removal projects in excess of 1,000,000 cubic yards within the past seven (7) years. Failure to list and provide the required information from **any** project the Proposer has managed in excess of 1,000,000 cubic yards within the past seven (7) years may result in proposal rejection. Required information from each project listed includes total cubic yards collected, total dollar amount of each project and corresponding amount reimbursed to the applicant. The Proposer must also provide a contact person, telephone number, fax number and e-mail address for each project. See below for an example format.

Project	Date	Total CY	Total Dollar Amount Invoiced	Contact
City, State	MM/YY to MM/YY	1,800,000	\$18,590,000	Name Title Phone Number Fax Number E-mail Address

- C. References:** Provide three (3) references of the same or similar magnitude to this solicitation request where the proposed product has been used within the past five (5) years, including company name, contact person, phone number and e-mail address. Unless specifically asked by the County, the County of Volusia shall *not* be listed as a reference. (see Section 5.0)

Tab 4 – Financial Statement

A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Tab 5 – Forms

A. Business Tax Receipt (BTR)

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

There are two exceptions to this requirement:

1. If Respondent's business does not have a physical location in Volusia County, no submission is required, *OR*
2. If Respondent's business type is exempt, submit a Proof of Exemption approved by the Volusia County Revenue Director (see Section 8.0).

Reference: Chapter 114, Article I, Section 114-1 of the Volusia County Code of Ordinances:

www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml

B. Insurance

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project

number, name the Volusia County contact person, and show the County of Volusia as additional named insured.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal. (see Section **Error! Reference source not found.**)

Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the County of liability in the event they are injured while providing goods and/or services to the County.

C. Conflict of Interest Form

All Respondents shall properly complete, have notarized, and include with their proposal the attached statement disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interests associated with this project. (see Section 0)

D. Taxpayer Identification Number (TIN) and Certification Form

Include a completed TIN form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the TIN form can be accessed through this site as well.

E. Addenda

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.

F. Drug-Free Work Place Form (see Section 10.0)

G. Certification Regarding Debarment (Prime) Form (see Section 11.0)

H. Certification Regarding Debarment (Sub) Form (see Section 12.0)

Tab 6 - Firm's Understanding and Technical Approach

A. Project Statement: Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should contain the following in the order stated:

- a. Ability to manage activation of multiple contracts
- b. Coordination with the County and a debris monitoring agency

- c. Methods for mobilization/demobilization
- d. Subcontracting protocols and procedures
- e. Documenting and resolving damages
- f. Invoicing, data management and reconciliation
- g. Maximizing Federal/State reimbursement and processing of appeals

B. Personnel: A list of personnel assigned to the County in the event of contract activation. Information shall be presented in tabular form. The list shall include but is not limited to:

- a. Contact persons, including telephone numbers and e-mail address
- b. Project manager – must have five (5) years experience
- c. Operations manager – must have three (3) years of experience
- d. Other key personnel assigned to the project/this Agreement

Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary.

C. Resumes: Provide resumes for the project manager, operations manager and other key personnel proposed for this program.

D. Typical Debris Management Site (DMS) Safety Plan and Operational Plan: Provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.

E. Licenses and Certificates: List any licenses or certifications related to the scope or work described in this RFP. **State if the Proposer does not have any related or applicable licenses or certifications**

Tab 7 – Rate Structure

Respondents shall submit Exhibit C included in the RFP documents. For any listed as \$0, please provide an explanation as to how the cost will be assessed if the item is encountered. **NOTE: THERE ARE TWO (2) TABS, SCHEDULE 1 AND SCHEDULE 2, INCLUDED ON THIS WORKSHEET.**

Remainder of Page Left Blank Intentionally

_____, 2016

5.0 PROPOSAL FORM

TO: County of Volusia, Florida
Office of Purchasing and Contracts Director
123 W. Indiana Avenue, 3rd Floor
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] _____
has carefully examined the specifications to furnish:

Debris Removal, Reduction and Disposal Services

for which proposals were advertised to be received **no later than 3:00 p.m., local time, Wednesday, March 2, 2016**, and further declare that [firm name] _____ will furnish the Debris Removal, Reduction and Disposal Services according to specifications.

RESPONDENTS SHALL REVIEW ALL EXHIBITS ASSOCIATED WITH THIS RFP

The County reserves the right to negotiate with the award vendor(s) for additional items similar in nature not known at time of closing.

Sole Proprietor: ☐ YES ☐ NO Total number employees: _____

The following information is required in order to be granted a price redetermination.

F.O.B. Destination, freight allowed

Prompt payment discount, if applicable: _____ % _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☐ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES, ____ % ☐ NO

Have you supplied all the Submittal Requirements outlined below?

- ☐ Tab 1 – Submittal Letter including the Memorandum of Authority, if required
- ☐ Tab 1 – Respondent's Profile
- ☐ Tab 2 - Completed and executed RFP Proposal form
- ☐ Tab 3 – Experience, Past Performance & References
- ☐ Tab 4 – Financial Statement, upon request
- ☐ Tab 5 – Forms
 - ☐ If you have a physical location in Volusia County, submit on of these:
 - ☐ Current **Business Tax Receipt**, OR ☐ **Proof of Exemption** Form
 - ☐ Proof of Insurance
 - ☐ Conflict of Interest form

- ☐ Tax Identification Number Form
- ☐ Any addenda pertaining to this RFP
- ☐ Drug Free Workplace
- ☐ Certification Regarding Debarment (Prime)
- ☐ Certification Regarding Debarment (Sub)
- ☐ Tab 6 – Firm’s Understanding and Technical Approach
- ☐ Tab 7- Rate Structure – Submit Exhibit C
- ☐ Did you include a CD or USB drive, as required in *Section 3.8, Proposal Form?*

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposal No. **16-P-32PW** and, that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Contract(s) and/or other transactions required by award of this RFP.

Further, as attested to by below signature, I will provide the required insurance, per §3.23, *Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this proposal is true and correct:

x

Authorized Signature

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

E-mail Address

Dun & Bradstreet #

Federal I.D. #

6.0 REFERENCES

Agency #1		
Address		
City, State, ZIP		
Contact Person		
E-mail	Phone:	
Date(s) of Service		
Type of Service		
Comments:		
Agency #2		
Address		
City, State, ZIP		
Contact Person		
E-mail	Phone:	
Date(s) of Service		
Type of Service		
Comments:		
Agency #3		
Address		
City, State, ZIP		
Contact Person		
E-mail	Phone:	
Date(s) of Service		
Type of Service		
Comments:		

7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any Contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any Contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any Contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any Contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

8.0 PROOF OF EXEMPTION

**BUSINESS SERVICES****REVENUE DIVISION**

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-5729

www.volusia.org/revenue

I certify that the business known as (*business name*) _____,
 providing _____ services, which is located at (*street address*) _____
 _____, (*city*) _____, falls under the business tax exemption described in:

- | | | |
|---|---|---|
| ☐ Florida Statute 205. 063 | ☐ Florida Statute 205. 065 | ☐ Florida Statute 205. 191 |
| ☐ Florida Statute 205. 064 | ☐ Florida Statute 205. 162 | ☐ Florida Statute 205. 192 |
| | ☐ Florida Statute 205. 171 | |

www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml

OR is the type of business indicated below:

- | | | |
|---|---|---|
| ☐ Child Care – Residential | ☐ Insurance Adjuster,
Agent, or Company | ☐ Radio/Television Station |
| ☐ Commercial Rentals | ☐ Pharmacist/Pharmacy
(Prescription Drugs Only) | ☐ Religious Institution |
| ☐ Door to Door/Peddler Sales | | ☐ Residential Rentals over 6months |
| | | ☐ Sale of Alcoholic Products only |

 (Authorized Signature)

 (Printed Name)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by
 _____, who is/are personally known to me
 or who has/have produced _____ as identification.

 NOTARY PUBLIC – STATE OF _____

Type or print name:

 Commission No.: _____

 Commission Expires: _____

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

 Revenue Director/Designee

9.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that:

1. I, *(printed name)* _____, am the
(title) _____ and the duly authorized representative of
the firm of *(Firm Name)* _____ whose address is
_____, and that I possess the
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, Contracts, or interests associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____
 Printed Name: _____
 Firm Name: _____
 Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
 _____, who is/are personally known to me **or**
 who has/have produced _____ as identification.

 NOTARY PUBLIC – STATE OF _____
 Type or print name:

 Commission No.: _____

 Commission Expires: _____

(Seal)

10.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that _____

_____ does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

11.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions

TO BE COMPLETED BY PRIME CONTRACTOR

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

Attachment: 16-P-32PW RFP Document (1510 : City of Holly Hill Debris Removal, Reduction and Recovery)

12.0 CERTIFICATION REGARDING DEBARMENT (SUB)

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUB-CONTRACTORS

- A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

13.0 PERFORMANCE BOND SAMPLE FORM

STATE OF _____
COUNTY OF _____

Bond no.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Telephone number: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Telephone number: _____ (hereinafter called "SURETY"), are held and firmly bound unto the County of Volusia, Florida, as OBLIGEE, 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, Phone: _____, (hereinafter called "COUNTY"), in the amount of _____ dollars and (____)/100 (\$_____) for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20__ (effective date), entered into a Contract with the County for:

[Contract no, Project title]
[Project address and/or legal description, if applicable]
[General description of Work]

in accordance with drawings and specifications prepared by the County, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and its obligations thereunder and shall indemnify the County and the consulting architect/engineer and save either or all of them harmless against and from all costs, expenses, and damages arising from the performance of said Contract or the repair of any work thereunder, then this obligation shall be void; otherwise, this bond shall remain in full force and effect, in accordance with the following terms and conditions:

A. The Principal and Surety jointly and severally agree to pay the County any difference between the sum to which said Principal would be entitled on the completion of the Contract, and that sum which the County may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, including without limitation those for delay, expenses, costs, and attorney's fees including appellate proceedings, which said County may sustain on account of such work, or on account of the failure of said Principal to properly and in all things, keep and execute all of the provisions of said Contract.

B. This bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the County and shall provide that the Principal guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good defects

thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the County, for the reasons above stated needs to be replaced, repaired, or made good during that time, the County shall so notify the Principal in writing. If the Principal refuses or neglects to do such work within five (5) days from the date of service of such Notice, the County shall have the work done by others and the cost thereof shall be paid by the Principal or its Surety.

C. The said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

D. The surety presents and warrants to the County that it has an A.M. Best's Financial Strength Rating (FSR) of "A" or better on the Financial Strength Rating (FSR) and Class "X" or better.

(Remainder of page is blank)

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this ____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership, including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original Bid bond and financial statement of Surety Company).

PRINCIPAL: ATTEST:

Signature

Corporate Officer & Title

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:

A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESS:

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the County of Volusia, FL.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

END OF PERFORMANCE BOND

14.0 PAYMENT BOND SAMPLE FORM

STATE OF _____
COUNTY OF _____

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the County of Volusia, Florida, as OBLIGEE, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720, Phone.: _____, (hereinafter called "COUNTY"), in the amount of _____ dollars and (____)/100 (\$_____) for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____ (effective date), entered into a Contract with the County for:

[Contract no, Project title]
[Project address and/or legal description, if applicable]
[General description of Work]

in accordance with drawings and specifications prepared by the County, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the Principal shall promptly make payments to all claimants, as herein below defined, then this obligation shall be void; otherwise, this bond shall remain in full force and effect, in accordance with the following terms and conditions.

A. A claimant is defined as any person supplying the Principal with labor, material, and supplies used directly or indirectly by the said Principal of any subcontractor in the prosecution of the work provided for in said Contract.

B. The above named Principal and Surety hereby jointly and severally agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this bond for the use of such claimant, prosecute the suite to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of the costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.

2. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a State court of competent jurisdiction in and for the County or other political subdivision of the state in which the project or any part thereof is situated, or in the United States District Court for the district in which the project or any part thereof is situated, and not elsewhere.

D. The Principal and Surety jointly and severally shall repay the County any sum which the County may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.

E. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the specifications applicable thereto shall in any way affect its obligations on this bond, and the Surety hereby waives notice of any such change, extension of time, alteration of or addition to the terms of the Contract, or to the work or to the specifications.

F. The surety presents and warrants to the County that it has an A.M. Best's Financial Strength Rating (FSR) of "A" or better on the Financial Strength Rating (FSR) and Class "X" or better.

(Remainder of page is blank)

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this ____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership, including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original Bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature Signature

Corporate Officer & Title

ATTEST:

Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

A.M. Best No.: _____ NAIC No. : _____

WITNESS:

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the County of Volusia, FL.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

END OF PAYMENT BOND



BUDGET AND ADMINISTRATIVE SERVICES

Purchasing and Contracts

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608

(386) 736-5935 • Fax (386) 736-5972

e-mail: purchasing@co.volusia.fl.us

www.volusia.org

February 15, 2016

Subject: ADDENDUM NO. 1 to RFP 16-P-32PW Debris Removal, Reduction and Disposal

This addendum is being issued to answer questions and make changes to the above named Request for Proposal (RFP). This document and all changes, as listed below, shall become an integral part of the RFP and shall take precedence over what was previously stated in the RFP document.

Pre-Proposal Meeting Sign in Sheet will be posted to the website.

Exhibit C Revision No. 1 will be posted to the website. Pricing shall be completed on Exhibit C Revision No. 1. Failure to do so may result in your proposal being deemed non-responsive.

Questions and Answers

- 1.) We are requesting the pricing for the current contract with AshBritt?

The current pricing is attached to this addendum

- 2.) In paragraph 3.33, the document requires compliance with all applicable laws and regulations. In paragraph 3.44 (Page 29), the RFP requests payment and performance bonds in various amounts based on the severity of the event. Please see 44 CFR Part 13_36(h), 2 CFR Part 200.318-325, FEMA 325 Part 1 Chapter 2 (Under "Costs") and FEMA 9580.201 attachment I. As a matter of federal law, payment and performance bonds must be for 100% of the contract amount. It is understood that there is no way to accurately ascertain the actual cost pre-mission. It is for that very reason that federal law requires the 100% amount

3.44 Performance and Payment Bonds shall now read as follows:

Contractor shall furnish Construction Performance and Payment Bonds in conformance with Florida Statute 255.05 within seven days after an Event Notice to Proceed is issued, as security for the faithful performance and payment of all Contractor's obligations under the resulting Contract. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An attorney in fact who signs Performance and Payment Bonds must file with the bond a certified copy of his/her power of attorney to assign said bond.

Concurrently with an assessment of the damage immediately following a disaster event, the County, in consultation with the Contractor, shall determine the Contractor's scope of services and an estimated dollar value of the work for the event, based upon the best data available at the

time. The initial Task Order issued by the County for each specific event shall require the Contractor to provide the appropriate size Performance and Payment Bonds, each equal in sum to the estimated dollar value of the work. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

Performance and Payment Bonds for each event shall comply with all other requirements, unless otherwise stated. If the catastrophic event diminishes after the Event Notice to Proceed is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said event.

- 3.) The RFP lists Tab 4 as part of the format for submission. However, it states that the County may request a current Dunn and Bradstreet report? Are we to submit a current D&B or leave this blank to be completed upon request?

The Vendor does not need to submit Dunn and Bradstreet Report (D&B). The vendor if applicable shall list their D&B number on the submittal form. The County will run a D&B for all proposers.

- 4.) In Exhibit A, Paragraph F, the document correctly asserts that for all events other than presidentially declared events the FHWA is responsible for the debris for both on system and off system federally assisted roads. (See MAP-21). However, the RGP then discusses removal of the debris with transport to a DMS. Please be advised that coincident with the enactment of MAP-21, the FHWA-ER Manual was changed. Debris collected from FHWA roads must be taken directly to a final disposal facility. The FHWA will not pay for a DMS, reduction services or haul out-only final disposal.

The paragraph referenced states that debris must be taken to a DMS OR final disposal (pricing is consistent). If under a Presidential declaration, the County decides to activate the contractor, the County will instruct them to haul directly to final disposal.

- 5.) In paragraph 7 (b) of Exhibit A (Page 8), there appears to be a typographical error insofar as it states that the limbs are to be removed from "private" property. It should read public as stated later in the section.

This is an error and should read public property.

- 6.) In Exhibit C, there are a couple of potential problems. Your references for these issues are FEMA 325, FEMA 9580.201 attachment 2 and FEMA 9580.204.

- a. Item 4 contains a note that this item "includes haul out-item 6". The references provide that there should be a per unit price for site management; reduction by grinding; incineration, and open burning. (Not all must e included. However, whichever ones are are separate pricing elements. Are we to include the cost of haul out in this bid item or are we to provide the combined cost for site management and grinding? See also item 5.

Haul out should be removed from items #4 and #5 of Exhibit C Schedule 2. This is a separate line item/cost. Updated on Exhibit C Revision No. 1.

- b. Item 7 requests pricing for hanging limbs depending on the number of limbs in a particular tree. This is not only incorrect but will lead to voluminous and unnecessary documentation.

FEMA has requested pricing on a per tree basis. The rationale is that so long as there is one "documented" eligible limb, the requirements are satisfied. Documentation includes digital photographs (before and after removal) as well as address and GPS coordinates. Under your scheme, each and every limb must be documented. For example, in order for the pricing for 41 or more, they would have to document the existence of the previous "eligible" 40. It is for that very reason that FEMA eased the requirements such that you need only document "One" eligible limb per tree. The correct pricing should be simply "per tree".

Agreed, this should be one line item and estimated quantity should be 1,000 trees. Updated on Exhibit C Revision No. 1

- c. Item 10 requests pricing per ton for HHW. Please see the references. Pricing should be per pound.

Agreed, should be changed to pound. Updated on Exhibit C Revision No. 1

- d. Items 15 and 16 relate to demolition and request pricing per house? This will be extremely difficult for FEMA to evaluate. FEMA typically uses "Square Foot" or "Cubic yard" for demolition. Cubic yard is actually preferred as they can track all of the debris from decommissioning as well as the debris from the actual demolition and compare the rates for the County to those of neighboring jurisdictions-essentially their "reasonableness" evaluation. It is impossible for them to do this under your scheme.

Agreed, should be changed to CY. Updated on Exhibit C Revision No. 1

- 7.) Please explain specifically how the rate structure will be evaluated, including the answer to this question:

- a. Will each pricing proposal be analyzed and refined to become one total number which can then be compared to the other proposals, and if so, what is the formula that will be used to derive that total number?

The equipment rates will be verified for reasonableness but will not be included in formulaic evaluation. All other rates will be evaluated as calculated in the standard bid tabs- exhibit C provides estimated quantities for each line item, the sum of which will be evaluated.

- 8.) Can the past performance request be extended beyond the 7 years listed in the RFP?
Yes, the Past Performance standard has been expanded to the past 7 years. Section 3.27 Evaluation Criteria Letter B shall now read:

Experience in providing similar services / references, including timeliness of performance; in order to evaluate past performance, all proposer are required to submit three (3) references illustrating a minimum of seven (7) years' relevant service that are the same or similar to the magnitude of this RFP. In addition required documentation as requested in Tab 3 (For company name and/or ownership changes, appropriate documentation shall be required); 20 Points

- 9.) Is the debris management plan on your website current

Yes

10.) In the Evaluation Criteria the County is requesting an Operational plan including regional plan; What information are you looking for here?

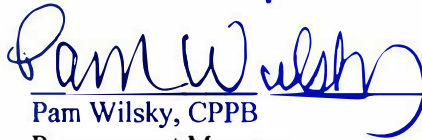
Tab 6 in Section 4.0 Submittal Requirements letter A has been shall now read as follows.

Tab 6 - Firm's Understanding and Technical Approach

A. Project Statement: Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Proposer will approach the project and the methodology including an operational plan to be used to perform the services described in the Scope of Services. The technical approach should contain the following in the order stated:

- a. Ability to manage activation of multiple contracts
- b. Coordination with the County and a debris monitoring agency
- c. Methods for mobilization/demobilization
- d. Operational Plan
- e. Regional Plan
- f. Subcontracting protocols and procedures
- g. Documenting and resolving damages
- h. Invoicing, data management and reconciliation
- i. Maximizing Federal/State reimbursement and processing of appeals

Please sign and attach this addendum to your submittal. If you have any questions regarding this information, please contact me, at 386-822-5779 or pwilsky@volusia.org.



Pam Wilsky, CPPB
Procurement Manager

Please sign and return with proposal for 16-P-32PW

Vendor: _____

Signed by (Name/Position): _____

Phone No.: _____ Date: _____

FAILURE TO RETURN THIS ENTIRE ADDENDUM WITH THE SUBMITTAL MAY CAUSE THE
PROPOSAL TO BE RENDERED **NON-RESPONSIVE**.

Attachment: Addendum No. 1 (1510 : City of Holly Hill Debris Removal, Reduction and Recovery)

SIGN-IN SHEET

Contract Title: DEBRIS REMOVAL, REDUCTION AND RECOVERY

RFP No. 16-P-32PW

MEETING TIME & PLACE: Wednesday, February 10, 2016 at 11:00 AM at the
Purchasing Conference Room 123 W. Indiana Ave RM 302, DeLand, FL 32720**Please Print**

Name & Title	Company & Address	Phone & Fax
➤ Pam Wilsky Procurement Manager	County of Volusia 123 W. Indiana Ave DeLand, FL 32720-4608	P(386) 822-5779 F(386) 736-5972
Email address: _____		
➤ Tommy Webster Program Manager	10201 PARKSIDE Dr. Knoxville TN 37922	P(828) 644-3222 F() _____
Email address: <u>twebster@pandj.com</u>		
➤ Ralph Dahlgren Sr. VP	Ash Britt 565 E Hillsboro Deer Field Bch FL	P(854) 545-3535 F(854) 545-3585
Email address: <u>response@ashbritt.com</u>		
➤ Gail Hanscom	Ceres Environmental Services, 6968 Professional Pkwy E, Sarasota, FL 34240	P(800) 218-4424 F() _____
Email address: <u>gail.hanscom@ceresenv.com</u>		

Attachment: Addendum No. 1 (1510 : City of Holly Hill Debris Removal, Reduction and Recovery)

Please Print

- | Name & Title | Company & Address | Phone & Fax |
|---|--|------------------------------------|
| ➤ <u>JOHN CAMPBELL</u>
<u>Regional Director</u> | <u>Crowder Gulf</u>
<u>5435 Business Parkway</u>
<u>THEODORE, AL 36587</u> | P(859) 963-8672
F(800) 963-8672 |
| Email address: <u>jcampbell@crowdergulf.com, ARamsaif@crowdergulf.com</u> | | |
| ➤ <u>Jon Hoyle</u>
<u>President</u> | <u>Thompson Consulting Services</u>
<u>1135 Townpark Ave, Ste. 2101</u>
<u>Lake Mary, FL 32746</u> | P(407) 792-0018
F() |
| Email address: <u>JHOYLE@THOMPSONCS.NET</u> | | |
| ➤ <u>Nicole Counsell</u>
<u>Consultant</u> | <u>Thompson Consulting</u>
<u>1135 Townpark Ave</u>
<u>Ste 2101</u>
<u>Lake Mary FL 32746</u> | P(407) 756 7589
F() |
| Email address: <u>NSCOUNSELL@thompsoncs.net</u> | | |
| ➤ <u>John Gamble</u>
<u>PW ops Manager</u> | <u>VC Public Works</u>
<u>123 W. Indiana Ave</u>
<u>DeLand FL 32720</u> | P(386) 736 5965 x15527
F() |
| Email address: _____ | | |
| ➤ <u>Regina Montgomery</u>
<u>Fiscal Resource Mgr</u> | <u>VC PW/SW</u>
<u>3151 E New York Ave.</u>
<u>DeLand, FL 32724</u> | P(386) 943-7889 x13603
F() |
| Email address: <u>rmontgomery@volusia.org</u> | | |
| ➤ <u>Larry LaHue</u>
<u>Senior Planner</u> | <u>Volusia County EM</u>
<u>3825 Tigr Bay Rd</u>
<u>Daytona Beach FL 32124</u> | P(386) 254-1500
F(386) 248-1757 |
| Email address: <u>LLAHUE@volusia.org</u> | | |

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Equipment Type With Operator	Hourly Rate	Day Rate
(includes fuel and maintenance costs)		
15-24 Cubic Yard Dump Truck	\$80.00	\$960.00
17 Cubic Yard Clam Truck	\$125.00	\$1,500.00
20 Cubic Yard Clam Truck	\$145.00	\$1,740.00
25-34 Cubic Yard Dump Truck	\$90.00	\$1,080.00
30 Ton or Larger Crane	\$245.00	\$2,940.00
35-44 Cubic Yard Dump Truck	\$95.00	\$1,140.00
45-54 Cubic Yard Dump Truck	\$100.00	\$1,200.00
50' Bucket Truck	\$150.00	\$1,800.00
5-14 Cubic Yard Dump Truck	\$75.00	\$900.00
55-64 Cubic Yard Dump Truck	\$115.00	\$1,380.00
65-74 Cubic Yard Dump Truck	\$120.00	\$1,440.00
75+ Cubic Yard Dump Truck	\$125.00	\$1,500.00
Bobcat Loader	\$80.00	\$960.00
D-6 Dozers or Equivalent	\$150.00	\$1,800.00
Diamond Z or Equivalent Tub Grinder	\$525.00	\$6,300.00
Equipment Transports	\$95.00	\$1,140.00
John Deere 544 Loader or Equivalent	\$120.00	\$1,440.00
Motor Grader	\$130.00	\$1,560.00
Rubber Tire Backhoe	\$115.00	\$1,380.00
Service Trucks	\$85.00	\$1,020.00
Stump Grinder	\$129.00	\$1,548.00
Track-Hoes-John Deere 690 or Equivalent	\$145.00	\$1,740.00
Tractor with Box Blade	\$65.00	\$780.00
Water Truck (2,000 Gallon)	\$91.00	\$1,092.00
Wheel-Loader 644 or Equivalent	\$140.00	\$1,680.00

Personnel and/or Equipment Type	Hourly Rate	Day Rate
1" Diaphragm Pump	\$12.50	\$100.00
1" Suction or Discharge Hose	\$4.00	\$35.00
12 Ton Lowboy	\$59.00	\$590.00
12' Work Boat with Motor (with crew)	\$112.00	\$1,120.00
12' Work Boat without Motor (with crew)	\$84.00	\$840.00
185 CFM Compressor	\$20.00	\$151.50
2" Chemical Suction or Discharge Hose	\$22.00	\$140.00
2" Diaphragme Pump	\$25.00	\$160.00
2" Diaphragme Pump S.S.	\$43.00	\$275.00
2" Suction or Discharge Hose	\$11.00	\$70.00
20' Response Trailer	\$29.50	\$295.00
3"Chemical Suction or Discharge Hose	\$28.00	\$180.00

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
3" Diaphragm Pump	\$39.00	\$250.00
3" Suction or Discharge Hose	\$15.00	\$90.00
3"X12' Absorbent Boom – Universal	\$70.00	Bale of 4
30 Gallon Over-pack	\$115.00	Each
36' Response Trailer	\$45.00	\$395.00
4 mil 20X100 Polyethylene	\$70.25	Each
4000-5000 Watt Generator	TBD	TBD
5"X1 0' Absorbent Boom- Petroleum	\$26.25	Each
50 Ton Lowboy	\$130.00	\$1,300.00
55 – Gallon Drum Liners, 10 mil	\$11.25	Each
55 – Gallon Drums	\$110.00	Each
6 mil 20X100 Polyethylene	\$425.00	Roll
6 mil Bags	\$4.75	Each
8"X1 0' Absorbent Boom – Petroleum	\$177.50	Each
95 Gallon Poly Over-pack	\$350.75	Each
Absorbent Pads Bundle – Petroleum	\$143.00	Box
Absorbent Pads Bundle – Universal	\$191.25	Box
Acid Suit	\$95.00	Each
Administrative Assistant	\$65.00	\$600.00
Air Blower	\$8.00	\$55.00
Air Filtration Panel	\$12.00	\$95.00
Air-hose Section	\$3.25	\$20.75
Airless Spray	\$35.00	\$275.00
Airline Respirator (includes 150' of Airline)	\$45.00	\$265.00
Asbestos Abatement Supervisor	\$70.00	\$700.00
Asbestos Abatement Worker	\$60.00	\$600.00
Asbestos Inspector	\$50.00	\$500.00
Backhoe	\$115.00	\$1,150.00
Backhoe Extend-a-hoe	\$115.00	\$1,150.00
Barrel Cart	\$5.25	\$27.50
Boot Covers	\$8.00	Pair
Box Truck	\$35.00	\$210.00
Bulldozer D4or Equivalent	\$105.00	\$1,050.00
Cascade Air System Per Employee	\$140.00	Day/Each
Caution/Hazard Tape	\$9.25	Each
Chemist	\$80.00	\$800.00
Circular Saw	\$7.50	\$30.00
Clerical	\$35.00	\$350.00
Climber with Gear	\$85.00	\$850.00
Combustible Gas Indicator	\$16.00	\$64.75

Attachment: Addendum No. 1 (1510 : City of Holly Hill Debris Removal, Reduction and Recovery)

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Cotton or Latex Gloves	\$0.70	Pair
Cutting Torch	\$40.00	\$201.75
Detector Tubes	\$180.00	Ten Pack
DOT Hazardous Waste Labels	\$1.40	Each
Drill with Bits	\$4.25	\$17.25
Duct Tape	\$5.00	Roll
Dump Truck	\$90.00	\$900.00
Electrical Cord Section (50')	\$12.50	\$52.00
Equipment Operator	\$55.00	\$550.00
Extension Ladders	\$9.50	\$42.75
Fiber Drums	\$75.75	Each
Field Hazardous Material Manager	\$135.00	\$1,350.00
Field Hazardous Material Technician	\$110.00	\$1,100.00
Field Project Foreman	\$95.00	\$950.00
Field Project Supervisor	\$85.00	\$850.00
Fire Extinguisher	\$25.00	\$125.00
First Aid Station	N/A	\$125.00
Flatbed Trailer	\$25.00	\$115.00
Foreman with Truck	\$65.00	\$650.00
Grounding Cable and Rod	\$4.00	\$15.00
Hand Auger, Stainless Steel	\$55.00	\$285.00
Hand Operated Transfer Pump	\$11.25	\$45.00
Hand Tools Per Employee (Shovels, brooms, etc.)	\$7.50	\$30.00
Handheld Radios	\$18.75	\$75.00
Hazardous Material Containment Area Foreman	\$70.00	\$700.00
Hazardous Material Containment Area Manager	\$85.00	\$850.00
Hazardous Material Containment Area Supervisor	\$70.00	\$700.00
Hazardous Material Containment Area Technician	\$50.00	\$500.00
Hazcat Kit	N/A	\$8,500.00
Health and Safety Specialist	\$85.00	\$850.00
Hearing Protection	\$0.35	Pair
HEPA Vac	\$92.00	\$552.00
High Hazard Personnel Decontamination	\$400.00	Kit
Inspector with Vehicle	\$42.50	\$425.00
Kappler Tape	\$15.00	Roll
Laborer	\$32.50	\$325.00
Leather Work Gloves	\$12.50	Pair
Level A Suit – Kappler Responder or Equal	\$800.00	Each
Level B Suite- Kappler Responder or Equal	\$350.00	Each
Low Hazard Personnel Decontamination	\$225.00	Each

Attachment: Addendum No. 1 (1510 : City of Holly Hill Debris Removal, Reduction and Recovery)

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Mechanized Broom	\$81.00	\$810.00
Nitrile Gloves	\$8.00	Pair
Noeprene Gloves	\$12.00	Pair
Office Trailer	\$29.50	\$339.25
Oil Dry	\$25.00	Per Bucket
Oil Dry Spreader	\$6.00	\$24.75
Operator with Chainsaw	\$45.00	\$450.00
Passenger Car	\$18.75	\$75.00
Peat Moss	\$45.00	Each Bag
Personal Protective Equipment/Level A Employee	N/A	\$240.00
Personal Protective Equipment/Level B Employee	N/A	\$46.00
Personal Protective Equipment/Level C Employee	N/A	\$30.00
Personnel Retrieval Harness	N/A	\$24.00
Personnel Retrieval System	N/A	\$140.00
Ph Paper	\$36.00	Pack
Photographic Equipment	\$37.50	\$150.00
Photoionization Detector	N/A	\$110.00
Pickup Truck	\$16.25	\$95.00
Pickup Truck, 1 Ton	\$21.00	\$125.00
Pickup Truck, 4X4	\$21.00	\$125.00
Pickup Truck, Extended Cab	\$16.25	\$95.00
Port a John	\$15.00	\$85.00
Portable Eyewash Station	N/A	\$38.00
Portable Light Stand (4000 Watt)	\$40.00	\$240.00
Pressure Washer	\$18.50	\$112.75
Project Coordinator	\$100.00	\$1,000.00
Project Engineer	\$95.00	\$950.00
Project Geologist	\$85.00	\$850.00
Proshield	\$5.00	Each
PVC Boots (Hazmat)	\$32.50	Pair
PVC Gloves	\$2.70	Pair
Rain Suit	\$35.00	Each
Regulatory Manager	\$75.00	\$750.00
Respirator Airline, 50' Section	N/A	\$175.00
Respirator Cartridges	N/A	\$35.00
Respirator Wipes	\$0.40	Each
Safety Superintendent	\$55.00	\$550.00
Saranex	\$25.00	Each
SCBA Bottle Refill	\$17.00	Each
Silvershield Gloves	\$12.00	Pair

Attachment: Addendum No. 1 (1510 : City of Holly Hill Debris Removal, Reduction and Recovery)

Exhibit C, Rate Structure

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Skid Steer	\$80.00	\$800.00
Small Compressor	\$9.00	\$72.50
Soda Ash Bag	\$30.00	Each
Spike Bar	\$4.25	\$20.75
Spill Classifier	\$18.00	Strip
Step Ladders	N/A	\$12.00
Superintendent with Truck	\$75.00	\$750.00
Survey Personnel with Vehicle	\$38.00	\$380.00
Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	N/A	\$45.00
Toxic Gas Detector	\$31.25	\$125.00
Track-hoe 490 or Equivalent	\$145.00	\$1,450.00
Traffic Control Personnel	\$30.00	\$300.00
Traffic Control Vest, Cones, Flags, Barrels, etc.	\$51.25	\$310.00
Truck Driver	\$45.00	\$450.00
Tyvek	\$8.00	Each
Vacuum Truck, 3,500 Gallon	\$295.00	\$2,950.00
Vermiculite	\$30.00	Each
Water hose Section (Garden)	\$35.00	Each
Wheelbarrow	N/A	\$15.00
Wire Welder	\$43.25	\$258.75
Wrench Kit (Bung wrench, speed wrench, etc.)	N/A	\$25.00

Attachment: Addendum No. 1 (1510 : City of Holly Hill Debris Removal, Reduction and Recovery)

Exhibit C, Revision 1
06-01-2011

SCHEDULE 2
UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 thru 15			
2. Eligible ROW Vegetative Debris Removal Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a County approved DMS location or County Designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	\$6.75	\$675,000.00
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	\$7.50	\$4,500,000.00
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$8.50	\$11,050,000.00
3. Eligible ROW C&D Debris Removal Work consists of the collection and transportation of Eligible C&D debris on the ROW to a County Designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	25,000	\$6.75	\$168,750.00
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	100,000	\$7.50	\$750,000.00
Level 3 Disaster (Catastrophic damage countywide)	800,000	\$8.50	\$6,800,000.00
4. DMS Management and Reduction of Through Grinding Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through grinding. Includes haul-out (scope of services item #6).	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	\$5.50	\$550,000.00
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	\$5.45	\$3,270,000.00
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$5.35	\$6,955,000.00
5. DMS Management and Reduction of Through Air Curtain Incinerators Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through air curtain incineration. Includes haul-out (scope of services item #6).	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	\$5.25	\$525,000.00
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	\$5.15	\$3,090,000.00
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$5.05	\$6,565,000.00
6. Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced Eligible disaster related debris at a County approved DMS location to a County Designated Final Disposal Site. (*Based on outgoing CY from DMS)	Estimated Quantity	\$ Per Cubic Yard	Total
Cost for haul-out included in cubic yard prices for scope of services items #4 and #5. (*Haul-out prices for items #4 and #5 based on incoming CY to DMS)	25,000	\$4.25	\$106,250.00

Attachment: Addendum No. 1 (1510 : City of Holly Hill Debris Removal, Reduction and Recovery)

7. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs Work consists of removing Eligible hazardous leaning trees or hanging limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of scope of services item 2, Eligible ROW Vegetative Debris Removal (Collect & Haul)	Estimated Quantity	\$ Per Tree	Total
6 inch to 12.99 inch diameter Eligible Leaning Tree	200	\$52.00	\$10,400.00
13 inch to 24.99 inch diameter Eligible Leaning Tree	150	\$92.00	\$13,800.00
25 inch to 36.99 inch diameter Eligible Leaning Tree	50	\$156.00	\$7,800.00
37 inch to 48.99 inch diameter Eligible Leaning Tree	20	\$212.00	\$4,240.00
49 inch and larger diameter Eligible Leaning Tree	10	\$340.00	\$3,400.00
Removal of Eligible Hanging Limbs >2"	1 to 10	\$100.00	\$100.00
Removal of Eligible Hanging Limbs >2"	11 to 40	\$100.00	\$100.00
Removal of Eligible Hanging Limbs >2"	41+	\$125.00	\$125.00
8. Removal of Eligible Hazardous Stumps Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS location or County Designated Final Disposal Site.	Estimated Quantity	\$ Per Stump	Total
24.1 inches to 36.99 inch diameter Eligible Stump	10	\$125.00	\$1,250.00
37 inch to 48.99 inch diameter Eligible Stump	5	\$250.00	\$1,250.00
49 inch and larger diameter Eligible Stump	5	\$375.00	\$1,875.00
9. Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Gallon	Total
Liquid type hazardous material	1,000	\$12.00	\$12,000.00
10. Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Ton	Total
Solid type hazardous material	1,000	\$65.00	\$65,000.00
11. Eligible ROW White Goods Debris Removal (Collect & Haul) Work consists of the removal of Eligible white goods from the ROW to a designated County approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS location to a County designated facility for recycling.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	50	\$150.00	\$7,500.00

Exhibit C, Revision 1
06-01-2011

SCHEDULE 2
UNIT RATE PRICE SCHEDULE

Washers, dryers, stoves, ovens, AC units, and hot water heaters	50	\$75.00	\$3,750.00
12. Eligible E-Scrap Item Removal Work consists of the recovery and recycling of Eligible E-Scrap such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	2,000	\$95.00	\$190,000.00
13. Eligible Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total
	500	\$3.25	\$1,625.00
14. Other Debris Removal Work Work consists of the...	Estimated Quantity	\$ Per Cubic Yard	Total
Marine Debris Removal - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster (*Land-Based removal)	500	\$35.00	\$17,500.00
b. Sand Screening - The Contractor shall screen all sand to remote Eligible debris deposited as a result of a natural or manmade disaster	1,000	\$7.50	\$7,500.00
15. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site. (*Up to 2,250 sq ft structure; prorated thereafter)	Estimated Quantity	\$ Per Structure	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	200	\$2,500.00	\$500,000.00
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	2,500	\$2,500.00	\$6,250,000.00
Level 3 Disaster (Catastrophic damage countywide)	5,000	\$2,500.00	\$12,500,000.00
16. Eligible Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site. (*Up to 2,250 sq ft structure; prorated thereafter)	Estimated Quantity	\$ Per Structure	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100	\$5,000.00	\$500,000.00
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	500	\$5,000.00	\$2,500,000.00
Level 3 Disaster (Catastrophic damage countywide)	1,000	\$5,000.00	\$5,000,000.00
Total Estimated Cost of All Scope of Service Items:		72,604,215	

Attachment: Addendum No. 1 (1510 : City of Holly Hill Debris Removal, Reduction and Recovery)



BUDGET AND ADMINISTRATIVE SERVICES
Purchasing and Contracts

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608
(386) 736-5935 • Fax (386) 736-5972
e-mail: purchasing@co.volusia.fl.us
www.volusia.org

February 17, 2016

Subject: ADDENDUM NO. 2 to RFP 16-P-32PW Debris Removal, Reduction and Disposal

This addendum is being issued to answer questions and make changes to the above named Request for Proposal (RFP). This document and all changes, as listed below, shall become an integral part of the RFP and shall take precedence over what was previously stated in the RFP document.

Questions and Answers

11.) Submittal Requirements (p.40) states that "material shall be submitted on a loose leaf binder format, not as bound documents or with coil spines. Respondents shall not submit material in any binder that exceeds two inches: proved proposal in multiple binders if required." If the proposal is not to be bound, does the County want the proposal inside the sleeve of these binders? Or would the County like them three hole punched and within the rings?

Hole punched and within in the rings of the binder.

12.) In Tab 4 – Financial Statement, is the proposer required to submit anything under this tab other than a statement of understanding that a financial statement or audit may be requested by the county? Does the County require an audited Financial Statement to be sent with the bid?

No, the County will run a Dunn and Bradstreet report; an audited financial statement is not required at time of submittal. However, it should be available upon request of the County after the closing date for evaluation purposes as applicable.

13.) Does every proposed subcontractor have to fill out the Certification Regarding Debarment (Sub) Form to be submitted with the bid? Or, due to the unpredictable nature of a disaster, is this due post award?

Complete for sub-contractors known at time of RFP closing, additional may be added post award if needed for specific events.

Please sign and attach this addendum to your submittal. If you have any questions regarding this information, please contact me, at 386-822-5779 or pwilsky@volusia.org.

Pam Wilsky, CPPB
Procurement Manager

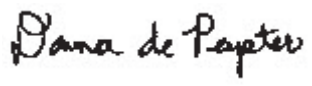
Please sign and return with proposal for 16-P-32PW

Vendor: _____

Signed by (Name/Position): _____

Phone No.: _____ Date: _____

FAILURE TO RETURN THIS ENTIRE ADDENDUM WITH THE SUBMITTAL MAY CAUSE THE
PROPOSAL TO BE RENDERED NON-RESPONSIVE.

Date: 07/07/2016		AGENDA ITEM		Item: 27
☐ Ordinance	☐ Resolution	☐ Budget Resolution	☒ Other	
Department: Public Works Division: Administrative Services				
Subject: Contracts to provide debris removal, reduction and disposal, RFP 16-P-32PW.				
John Angiulli Director Public Works  Department Approval	Jeaniene Jennings Director Purchasing  Approved in Accordance with Purchasing Policies and Procedures	Legal Michael G. Moore  Approved as to Form and Legality	County Manager's Office Donna de Peyster Deputy County Manager 	
Division Approval	Phyllis Schwarz Proxy for Tammy Bong Director Management and Budget Approved as to Budget Requirements			
Council Action: Approved As Recommended				
Modification:				
Fund Number(s):	Description:	Amount:		
999 Various	N/A	\$0.00		
Total Item Budget: \$0.00				
Staff Contact(s)		Phone:	Ext.	
John Angiulli		386 736 5965	12712	
Summary/Highlights: The county solicited request for proposals to provide debris removal, reduction and disposal and received ten responses as shown on the tabulation sheet. The firms provide debris removal activities associated with a natural disaster such as a hurricane or tornado. Retaining the services of multiple firms is advantageous as it provides options and insures resources are available. Large disaster events may stretch the resources and availability of firms to respond to the needs of the county, making multiple award necessary. An evaluation committee comprised of John Gamble, public works operations manager; Lenny Marion, solid waste director; Judy Grim, road and bridge director; Larry LaHue, emergency management planner; and Pat Kehr, fiscal resource manager, reviewed the proposals. The committee recommends award to the following firms: 1.) AshBritt, Inc. Deerfield Beach, FL; 2.) Phillips & Jordan, Inc. Knoxville, TN; and 3.) DRC Emergency Services, LLC West Palm Beach, FL A contract executed by one of three awarded firms is attached. Contracts with the other two firms have identical terms and all exhibits are available for review in the purchasing and contracts division office. Authorization for performance of services shall be upon a notice to proceed in the event activation is required.				

Staff requests county council to approve the award recommendation and execution of the contracts with the three firms.

Recommended Motion: Approval.

COUNTY OF VOLUSIA, FL
Award Recommendation



ALL PROPOSALS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY RESPONDENTS MAY BE REJECTED AND MAY HAVE NO FORCE AND EFFECT. SOLICITATION BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, IS HEREBY REJECTED AS LATE.

RFP NUMBER: 16-P-32PW

RFP TITLE: **Debris Removal, Reduction & Recovery**

Closing Date: 03-02-16

Council Date: 07-07-16

RESPONDENTS

TFR Enterprises 601 Leander Drive Leander, TX 78641 Contact Phone: 512-260-3322 Tiffany Wilkes –Contract Administrator	Bergeron Emergency Services, Inc. 19612 Sw 69 th Place Ft. Lauderdale, FL 33332 Contact Phone: 954-680-6100 Ronald M Bergeron- President	Grubbs Emergency Services, LLC 16533 US HWY 19 Hudson, FL 34667 Contact Phone: 352-796-7127 John G. Grubbs Managing Member
Crowder Gulf 5435 Business Parkway Theodore, AL 36582 Contact Phone: 800-992-6207 John Ramsay, President -CEO	TAG Grinding Service, Inc. 1750 Powder Springs Rd Suite 190 Marietta, GA 30064 Contact Phone: 678-540-5001 Jerry Brooks, CFO	CERES Environmental Services, Inc. 6968 Professional Parkway East Sarasota, FL 34240 Contact Phone: 800 218-4424 Gail Hanscom
AshBritt, Inc. 565 E. Hillsboro Blvd Deerfield Beach, FL 33441 Contact Phone: 954-725-6992 Ralph Dahlgren	J.B. Coxwell Contracting, Inc. 6741 Lloyd Rd. West Jacksonville, FL 32254 Contact Phone: 904 786-1120 Chip Patterson	DRC Emergency Services, LLC 500 South Australian Ave Suite 600 West Palm Beach, FL 33901 Contact Phone: 504 482-2848 Bryan Fike
Phillips & Jordan 10201 Parkside Drive, Suite 300 Knoxville, TN 37922 Contact Phone 865 688-8342 Steve Thompson		

Opened by: Pam Wilsky, Procurement Manager

Witnessed by: Kendrick Thomas, Procurement Analyst I

Tabulated by: Pam Wilsky, Procurement Manager

Recommend Award To: AshBritt, Inc., DRC Emergency Services, LLC, and Phillips & Jordan.



**AGREEMENT
FOR
DEBRIS REMOVAL, REDUCTION AND DISPOSAL**

Between

THE COUNTY OF VOLUSIA

AND

ASHBRITT, INC.

County of Volusia
Purchasing & Agreements Division
123 West Indiana Avenue, Suite 302
DeLand, Florida 32720-4608
386-736-5935

AGREEMENT FOR PROFESSIONAL DEBRIS REMOVAL, REDUCTION AND DISPOSAL

This Agreement For DEBRIS REMOVAL, REDUCTION AND DISPOSAL (hereinafter "Agreement") made and entered by and between AshBritt, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 565 E. Hillsboro Blvd, Deerfield Beach, Florida 33441 (hereinafter the "Contractor") 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, Florida 32720 (hereinafter the "County").

RECITALS:

Whereas, the County desires to retain the services of a competent and qualified Contractor to provide debris removal, reduction and disposal; and

Whereas, the County has propounded Request for Proposals 16-P-32PW (the "RFP") seeking a qualified firm to perform debris removal, reduction and disposal, and has received responses from various potential vendors; and

Whereas, the County has determined that the Contractor is fully qualified to render the required service; and

Whereas, it has been determined that the execution of this Agreement is beneficial to the people of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are 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

For this Agreement and any incorporated exhibits, 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 the incorporated Scope of Services/Work (Exhibit A), third by the incorporated Fee Schedule (Exhibit B). 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).

- 1.1. **ACM:** Asbestos Containing Material
- 1.2. **Agreement:** This Agreement or Contract, including its articles, exhibits, and attachments.
- 1.3. **Amendment:** An amendment to this Agreement in writing by the County, approved by the Director of Purchasing and Contracts, and signed by the County authorizing

an addition, deletion, or revision in the Scope of Services, or modifications of this Agreement.

- 1.4. **Authorized Representative:** County employees and/or contracted individuals designated by the County or County Debris Manager.
- 1.5. **Change Order:** A written order signed by the County and Contractor authorizing an addition, deletion, or revision in the SOW, or an adjustment in the Agreement price or time, without change to any other substantive terms or conditions of the Agreement.
- 1.6. **CEI:** Construction Engineering & Inspection
- 1.7. **CFR:** Code of Federal Regulations
- 1.8. **Chipping or Mulching:** The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms "chipping" and "mulching" are often used interchangeably.
- 1.9. **Cleanup Crew:** A group of individuals and/or an individual working for the disaster debris collection contractor collecting disaster debris.
- 1.10. **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, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete work under the Scope of Services/Work.
- 1.11. **Construction and Demolition Debris (C&D):** See Eligible Constructions and Demolition Debris
- 1.12. **Contractor:** AshBritt, Inc.
- 1.13. **Contractor's Services:** Those Services within the Scope of Services/Work of this Agreement or any exhibit, attachment or addendum thereto which relates to the General Scope of Services in Section 4.1 to be performed by Contractor in connection with Contractor's employment or practice.
- 1.14. **Conventional Rounding:** Bill to the closest quarter hour (eg. if a meeting runs until 4:07, round to 4:00; if until 4:08, round to 4:15).
- 1.15. **County:** The County of Volusia, Florida, and shall be synonymous with the term "County."
- 1.16. **County Debris Manager:** The County will designate a County Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
- 1.17. **County Designated Final Disposal Site:** Tomoka Farms Road Landfill located at

1990 Tomoka Farms Road, Port Orange, FL 32128 or other final disposal sites or end users as designated and approved in writing by the County.

- 1.18. **Contract Administrator:** The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Agreement.
- 1.19. **Debris:** Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.
- 1.20. **Debris Clearance:** Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
- 1.21. **Debris Management Site (DMS):** A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).
- 1.22. **Debris Monitoring:** Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.
- 1.23. **Debris Removal:** Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
- 1.24. **Deliverable:** The result(s) or end products or services of that meet the requirements and functional parameters articulated in the Scope of Services/Work for this Agreement including but not limited to: services, reports, written documentation, training, systems or processes.
- 1.25. **Demolition:** The act or process of reducing a structure, as defined by State or local code, to a collapsed condition. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
- 1.26. **DEP:** Florida Department of Environmental Protection (FDEP)
- 1.27. **DDIR:** Detailed Damage Inspection Report
- 1.28. **Disaster Specific Guidance:** Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
- 1.29. **DMS:** Debris Management Site
- 1.30. **DOT:** Department of Transportation (Generally Florida DOT)
- 1.31. **Effective Date:** The date that this Agreement is fully executed by Contractor and the County.

- 1.32. **Eligible:** Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Task Orders are issued and executed by the County to the Contractor) of the Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
- 1.33. **Eligible Construction and Demolition Debris:** – FEMA Publication FP-104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:
- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
- 1.34. **Eligible Hanger** – An eligible hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:
- The limb must be greater than two inches in diameter;
 - The limb must be suspended in a tree and threatening a public-use area; and
 - The limb must be located on improved public property.
- 1.35. **Eligible Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:
- The stump has fifty percent (50%) or more of the root-ball exposed.
 - The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
 - The stump is located on a public right-of-way.
 - The stump poses an immediate threat to public health and safety.
- 1.36. **Eligible Household Hazardous Waste (HHW):** The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive or meet other listed criteria. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

- 1.37. **Eligible Leaner:** A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured 4.5 feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

- 1.38. **Eligible Vegetative Debris:** As outlined in FEMA Publication FP-104-009-2 , eligible vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

- 1.39. **Eligible White Goods:** As outlined in FEMA Publication FP-104-009-2 , Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster event.

- 1.40. **Emergency Relief Program:** Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway

Administration.

- 1.41. **EPA:** United States Environmental Protection Agency
- 1.42. **ER:** Emergency Relief
- 1.43. **E-Scrap:** End of life electronics, typically televisions, computers and related components
- 1.44. **FDEP:** Florida Department of Environmental Protection (DEP)
- 1.45. **FDOT:** Florida Department of Transportation
- 1.46. **FEMA:** Federal Emergency Management Agency
- 1.47. **FEMA Public Assistance Program and Policy Guide (PAPPG):** comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all previous policies and publications for disasters declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
 - Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
- 1.48. **FHWA:** Federal Highway Administration
- 1.49. **Field Inspector:** Monitor
- 1.50. **FMIS:** Fiscal Management Information System
- 1.51. **Force Account Labor:** Labor performed by the applicant's permanent, full time or temporary employees.
- 1.52. **Garbage:** Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.
- 1.53. **Grinding:** Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
- 1.54. **Hangers:** See Eligible Hanger
- 1.55. **Hazardous Waste:** Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous

waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

- 1.56. **HHW:** Household Hazardous Waste
- 1.57. **Hold Harmless:** Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
- 1.58. **Household Hazardous Waste:** See Eligible Household Hazardous Waste
- 1.59. **Key Personnel:** Contractor's personnel, designated by Contractor, who are responsible for Contractor's day-to-day Project operations as described in the Contractor's Proposal.
- 1.60. **Landfill:** The Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32128.
- 1.61. **Leaners:** See Eligible Leaner
- 1.62. **Moving Ahead for Progress in the 21st Century (MAP 21):** In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
- 1.63. **Monitor:** Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)
- 1.64. **Mulching or Chipping:** See Chipping or Mulching
- 1.65. **Mutual Aid Agreement:** A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-009-2, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
- 1.66. **National Response Plan (NRP):** A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
- 1.67. **Other Agencies:** All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions. It is understood that at no time will any city or 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 order to the awarded Respondent(s).

- 1.68. **OSHA:** Occupational Safety and Health Administration
- 1.69. **Outbuilding:** Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
- 1.70. **PPE:** Personal Protective Equipment. May also be referred to as "Safety Gear."
- 1.71. **Project:** The project that is described in Exhibits A of this Agreement.
- 1.72. **Proposal:** The document submitted by the Contractor in response to a formal solicitation (RFP No. 16-P-32PW) used to determine if the Contractor is highly qualified.
- 1.73. **RACM:** Regulated Asbestos Containing Material
- 1.74. **RCRA:** Resource Conservation and Recovery Act
- 1.75. **Recycling:** The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
- 1.76. **Refrigerant:** Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
- 1.77. **Regulated Waste:** Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
- 1.78. **Right of Entry (ROE):** As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
- 1.79. **Right-of-Way (ROW):** The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
- 1.80. **RRC – Rapid Response Crew**
- 1.81. **Scale/Weigh Station –** A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
- 1.82. **Scope of Services/Work:** The services or work, herein defined in this Agreement under the 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.

- 1.83. **Services:** Those services defined in the Scope of Services/Work 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 – B, attached hereto and made a part of this Agreement.
- 1.84. **State:** State of Florida.
- 1.85. **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.
- 1.86. **TDSPF** - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal contractors for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).
- 1.87. **Temporary Debris Storage and Reduction Site** – Temporary Debris Storage and Reduction (TDSR) sites are locations designated by the County for the storage and reduction of disaster related debris.
- 1.88. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
- 1.89. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
- 1.90. **Warranty:** The warranty's as set forth in this Agreement including any warranties required by State Law or regulation.
- 1.91. **White Goods** – See Eligible White Goods
- 1.92. **Work:** Any and all obligations, Services, duties and responsibilities necessary to the successful completion of the Scope of Services/Work assigned to or undertaken by Contractor under the Agreement, including the furnishing of all labor, materials, equipment and other incident.
- 1.93. **Volusia County Landfill:** Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32128
- 1.94. **VCSWD:** The Volusia County Solid Waste Division
- 1.95. **Acronyms**
- | | | |
|----|------|--|
| 1. | ACM | Asbestos Containing Material |
| 2. | VCC | Volusia County Council |
| 3. | C&D | Construction and Demolition |
| 4. | CBRA | Coastal Barrier Resources Act |
| 5. | CBRN | Chemical, Biological, Radiological and Nuclear |

6.	CBRS	Coastal Barrier Resources System
7.	CEI	Construction Engineering and Inspection
8.	CFR	Code of Federal Regulations
9.	CTS	Central Transfer Station
10.	CWA	Clean Water Act
11.	CZMA	Coastal Zone Management Act
12.	DDIR	Detailed Damage Inspection Report
13.	DEP	Florida Department of Environmental Protection (Same as FEDP)
14.	DMS	Debris Management Site
15.	DOT	Department of Transportation
16.	DPW	Department of Public Works
17.	DRM	Disaster Recovery Manager
18.	DTFL	Debris Task Force Leader
19.	ECAP3	Environmental Compliance, Assistance and Pollution Prevention Program
20.	EO	Executive Order
21.	EPA	Environmental Protection Agency
22.	ER	Emergency Relief
23.	ESA	Endangered Species Act
24.	ESF	Emergency Support Function
25.	FDOT	Florida Department of Transportation
26.	FEMA	Federal Emergency Management Agency
27.	FHWA	Federal Highway Administration
28.	FMIS	Fiscal Management Information System
29.	GIS	Geographic Information System
30.	GPS	Global Positioning System
31.	HHW	Household Hazardous Waste
32.	HUD	Department of Housing and Urban Development
33.	IA	Individual Assistance
34.	ICS	Incident Command System
35.	JFO	Joint Field Office
36.	MAP21	Moving Ahead for Progress in the 21 st Century
37.	NEPA	National Environmental Policy Act
38.	NHPA	National Historic Preservation Act
39.	NRCS	Natural Resources Conservation Service
40.	NRP	National Response Plan
41.	OCC	Office of Chief Counsel
42.	OSHA	Occupational Safety and Health Administration
43.	TFRL	Tomoka Farms Road Landfill
44.	PA	Public Assistance
45.	PAPPG	Public Assistance Program and Policy Guide
46.	PDA	Preliminary Damage Assessment
47.	PNP	Private Non-Profit
48.	PPDR	Private Property Debris Removal
49.	PPE	Personal Protective Equipment
50.	PW	Project Worksheet
51.	RACM	Regulated Asbestos Containing Material

52. RCRA	Resource Conservation and Recovery Act
53. RFB	Request for Bid
54. RFP	Request for Proposals
55. ROE	Right-of-Entry
56. ROW	Right-of-Way
57. RRC	Rapid Response Crew
58. SHPO	State Historic Preservation Officer
59. VCSWD	Volusia County Solid Waste Division
60. TDSPP	Temporary Debris Staging and Processing Facility
61. TDSR Site	Temporary Debris Storage and Reduction Site
62. USACE	United States Army Corps of Engineers
63. USCG	United States Coast Guard
64. USDA	United States Department of Agriculture
65. WSRA	Wild and Scenic Rivers Act

2 EXHIBITS

2.1 The exhibits listed below are incorporated into and made a part of this Agreement.

- 2.1.1 Exhibit A - Scope of Services/Work,
- 2.1.2 Exhibit B - Price Schedule
- 2.1.3 Exhibit C – FHWA Form 1273
- 2.1.4 Exhibit D – FHWA Buy American
- 2.1.5 Exhibit E – Hazardous Stump Extraction and Removal Eligibility DAP 9523.11

3 ORDER OF PRECEDENCE

3.1 If Contractor finds a conflict, error, or discrepancy in the Agreement, it shall call it to the County Debris Manager's attention in writing, and request the County Debris Manager's interpretation and direction before proceeding with the Work affected thereby. Such notice shall be provided by the Contractor to the County's Debris Manager in a timely fashion so as not to cause additional costs due to delay.

3.1.1 If there are conflicts or inconsistencies between provisions of the exhibits or attachments to this Agreement regarding general terms and conditions, the Agreement will control:

- 3.1.1.1 If there are conflicts or inconsistencies between provisions of the exhibits or attachments and this Agreement regarding Scope of Work and Exhibit A – shall control.
- 3.1.1.2 If there are conflicts or inconsistencies between provisions of the exhibits or attachments and this Agreement regarding

pricing Exhibit B shall control.

- 3.1.1.3 If there are conflicts or inconsistencies between provisions of the exhibits or attachments and this Agreement regarding requirements of FHWA Form 1273 Exhibit C.
- 3.1.1.4 If there are conflicts or inconsistencies between provisions of the exhibits or attachments and this Agreement regarding requirements of FHWA Buy America Exhibit D.
- 3.1.1.5 If there are conflicts or inconsistencies between provisions of the exhibits or attachments and this Agreement regarding requirements of Hazardous Stump Extraction and Removal Eligibility Exhibit E.

4 SCOPE OF SERVICES/WORK. The Contractor shall provide Services under this Agreement and act as Contractor to the County in accordance to the Scope of Services/Work as specifically set forth in this Agreement and its exhibits.

- 4.1 Contractor shall provide debris removal, reduction and disposal to Volusia County in accordance with the Scope of Services/Work attached as Exhibit A.

4.2 Performance Criteria:

- 4.2.1 All services or work shall be performed in accordance with the Agreement and carried out under the direction of the County's Debris Manager.
- 4.2.2 All labor necessary to complete the Scope of Services/Work shall be performed in a good and competent workmanlike manner to the satisfaction of the County.
- 4.2.3 **Independent Contractor.** The Contractor shall provide the services required herein strictly in an independent contractual relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. Nothing herein shall create any association, partnership, joint venture or agency relationship between them. The County shall not provide vehicles or equipment to the Contractor to perform the duties required under this Agreement nor will the County pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services/Work of this Agreement. The Contractor is not exclusively bound to the County and may provide Services or Work to other private and public entities, but agrees and covenants that any such Service provided by the Contractor to or for such entities will not conflict or otherwise interfere with the Contractor's provision of Services or Work to the County under this Agreement.
- 4.2.4 **Changes to Scope of Services.** The County may at any time, by written order, make changes within the general Scope of Services to be performed under this Contract. Except as provided in this Contract

otherwise, if any such change causes an increase or decrease in the Contractor's cost of, or the time required for performance of the Project Services, an equitable adjustment shall be made and this Contract shall be amended in writing, signed by authorized representatives of the parties, stating the equitable adjustment. Unless the County grants, in writing, an additional period of time before the completion of the Contract, any claim by the Contractor for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change; otherwise, the claim shall be deemed waived. The Contractor shall then proceed with the prosecution of the Work or Service as changed. Except as otherwise provided in this Contract, no charge for any extra work or materials shall be allowed or approved by the County. No additional work shall be performed or extra materials purchased until a written Change Order has been approved by Contractor and County.

4.2.5 **Time is of the Essence.** Time is of the essence for all Work and Services performed under this Agreement and all Projects performed in accordance herewith.

4.2.6 **Authority to Act on Behalf of County.** 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, 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 such additional items to exceed the Purchasing Director's or County Manager's authority under the Procurement Code shall be presented to the Volusia County Council for approval.

5 RESPONSIBILITY OF CONTRACTOR

5.1 Where questions exist as to the Scope of Services to be provided, Contractor shall confer with the Project Manager to ascertain the functional or design criteria of the Scope of Services/Work. The Services of the Contractor shall also include of the following:

- 5.1.1 Contractor covenants and agrees that there are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Work or Services.
- 5.1.2 Contractor shall keep the County informed of any changes or advancements in technology occurring any time prior to or during actual implementation of the Services to the extent that such changes and advancements may increase efficiency or otherwise allow for better services or reductions in costs to the County.

5.1.3 Contractor covenants and agrees as follows:

- 5.1.1.1 That Contractor recognizes that its special talent, training, and experience caused the County to select Contractor to be the prime professional;
- 5.1.1.2 That Contractor comprehends the specifications and requirements of the Scope of Services/Work and the use of the same in their entirety to provide Deliverables;
- 5.1.1.3 That Contractor possesses the special skills to recognize material errors or omissions that would result in failures to appropriately perform in accordance with the Scope of Services/Work; and
- 5.1.1.4 That Contractor shall adhere to the standard of care applicable to a contractor with the degree of skills and diligence normally employed by a licensed professional in his field or practice performing the same or similar Services or Work in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances.

5.1.4 **Accuracy of Documentation.** Contractor covenants and agrees that any Project data, summaries, reports, or studies, submitted by the Contractor to the County shall be competently drafted and accurate with regard to the information contained therein. County's acceptance, approval, or reliance on any such documentation shall not release Contractor from any liability if such information is incorrect or inaccurate, it being understood that the County is relying on the Contractor's status as an industry professional in accepting such documentation.

5.1.5 **Notification of Errors or Defects.** Contractor covenants and agrees to call notify the County if it discovers or has knowledge of anything of any nature in any reports, studies, bulletins, schedules, documentation, requirements or instructions prepared by Contractor or data or instructions supplied to Contractor by the County or any other party, Contractor regards in Contractor's professional opinion as unsuitable, improper, or inaccurate.

5.1.6 **Administration.** Contractor covenants and agrees to efficiently administer and perform all Work or Services economically and expeditiously in a competent and workmanlike manner.

5.2 **Supervision.** The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. The Contractor shall hire, compensate, supervise, and terminate members of its work force, and the Contractor shall direct and control the manner in which work is performed including conditions under which individuals shall be assigned duties, how individuals shall report, and the hours individuals shall perform. The Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes,

and any other withholdings from the company's employees' and/or subcontractors' wages or salaries. Benefits, if any, for the Contractor's employees and/or subcontractors shall be the responsibility of the Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures in delivering services or work pursuant to this Agreement. Further, Contractor shall be responsible for assuring the County that finished or completed Deliverables accurately comply with the requirements of this Agreement and the Scope of Services contained therein.

- 5.3 **Assurance.** Contractor gives County its assurance that all Work or Services performed under this Agreement shall be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Agreement and any approvals required under the Agreement. All Work not conforming to the specifications and requirements of the Scope of Services/Work shall be considered materially defective and constitute a breach of this Agreement.
- 5.4 **Accuracy of Reports / Summaries.** The Contractor shall be responsible for the professional and technical accuracy and the coordination of all data, reports, summaries, and any other Services or Work furnished by the Contractor under this Agreement. The Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies in its Work or Services for which it is responsible.
- 5.5 **Services and Work to Comply with Specifications and Law.** All Work performed by Contractor including all general provisions, special provisions, job specifications, drawings, addendum, amendments to the basic Agreement, written interpretations, and written orders for minor changes in Work, shall comply with the Scope of Services/Work and all applicable local laws, codes, ordinances and statutes.
- 5.6 **Subcontractors.**
- 5.6.1 **Employment or Substitution of Subcontractors.** Contractor shall not employ any Subcontractor, other person, or organization of against whom the County may have reasonable objection, nor shall Contractor be required to employ any Subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any Subcontractor who has been accepted by the County without the County's approval.
- 5.6.2 **Disapproval of Subcontractors.** County's disapproval or requirement of removal or replacement of Contractor's employee or Subcontractor shall be deemed for lawful reasons if in County's reasonable judgment, such Contractor's employee or Subcontractor poses a threat or causes harm to the health, welfare, or safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable under other than honorable conditions from any of the Armed Forces of the United States.

5.6.3 **Contractor Responsible for Subcontractors.** Contractor shall be fully responsible for all negligent acts and omissions of its Subcontractor and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. County may furnish to any Subcontractor to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the schedule of values.

5.6.4 **Subcontractors to Act Pursuant to this Agreement.** Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Agreement for the benefit of the County, and shall require all Subcontractors or other outside associates employed in connection with this Agreement to comply fully with the terms and conditions of this Agreement as such may apply to the Work or Services being performed for the Contractor.

5.6.5 **Consent Required for Substitution.** Any Subcontractor and/or outside associates required by the Contractor in connection with the Services covered by the Agreement will be limited to such individuals or firms as are specifically identified for the Scope of Services/Work assigned under this Agreement. Any substitution of such Subcontractors associates will be subject to the prior written approval of the County Debris Manager.

6 TERM OF AGREEMENT

- 6.1 The Term of this Agreement shall commence on the November 13, 2016 and shall terminate on January 31, 2020. Two (2) subsequent one (1) year renewals are permissible upon mutual written agreement between the parties and County Council approval.
- 6.2 The Work or Services to be rendered by the Contractor shall be commenced, as specified in this Agreement or as may be requested by the County and shall be completed within the time specified therein.

7 AGREEMENT PRICE AND COMPENSATION

- 7.1 **Payment Pursuant to Fee Schedule.** The Contractor shall be paid Compensation for all Work or Services. Total Compensation or Guaranteed Maximum-Not-To-Exceed Fees for this Agreement shall be comprised of the total cost of all projects, materials, equipment, labor, expenses (including reimbursable expenses), all mark-ups for overhead and profit more particularly described in Exhibit "B" – Rate Structure attached hereto and incorporated herein. The County agrees to pay the Contractor in current funds, as compensation for its Services.
- 7.2 **Errors and Omissions in Pricing.** Compensation shall not be adjusted because of errors or omissions which are not the fault of the County in computing the Work or

Services costs which result in an increase in the cost of this Agreement or because the time for completion varies from the original estimate, including completion or substantial completion of this Agreement prior to the scheduled or Agreement completion date or on account of County's election to furnish any of the Work or Services. In addition, Contractor shall certify that the original Agreement price or Compensation for the Scope of Services/Work and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

- 7.3 **Reimbursable Expenses.** County's payment to the Contractor pursuant to the Rate Structure, attached hereto and incorporated herein as Exhibit B, shall be full compensation for Services and Work rendered and any expenses incurred in connection therewith, and Contractor shall not be eligible for reimbursement for any expenses incurred in connection with the performance of this Agreement.

- 7.4 **Payments.** Any payments shall be made in accordance with Exhibit B – Rate Structure. The hourly rates expressed in Exhibit B shall be govern Compensation and provide for payments against specified Deliverables and performance.

7.4.1 **Approval of Payment.** If, on the basis of the County Debris Manager's s observation and review of Contractor's Work or Services, the County Debris Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Agreement, the County Debris Manager, after receipt of a proper invoice, shall indicate in writing his or her approval of payment and present the invoice to Accounts Payable for payment. Otherwise, the County Debris Manager shall return the invoice to the Contractor, indicating in writing the reasons for refusing to approve final payment, in which case the Contractor will make the necessary corrections and resubmit the invoice. Regardless of the foregoing, approval of payment pursuant to this section shall not prevent the County from recovering amounts paid when the County subsequently discovers material defects or deficiencies in the services or work provided by the Contractor, which defects or deficiencies would have otherwise caused the County to withhold payment.

7.4.2 **Invoice Detail.** The Contractor shall submit an invoice for which professional Services were rendered to the County upon the completion and acceptance of the Services. Each invoice shall show detailed explanations of the Services accomplished in accordance with the Agreement prices set forth by labor hours by classification, associated rates, any material or subcontracted costs and any indirect rates or costs in accordance with the Agreement prices set forth hereto. All of the above shall sum to the total amount requested.

- 7.5 **Invoices.** Invoices or payment requests shall be addressed from the Contractor and submitted to the County's Debris Manager. All invoicing and payments, including the practices and procedures pertaining thereto, shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes.

7.5.1 **Documentation.** The Contractor's Invoice(s) shall be accompanied by supporting data as may be required by the County Debris Manager and Exhibit A of this Agreement. County Debris Manager shall review the Contractor's Invoice and supporting data and notify the Contractor in writing within twenty (20) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.

7.5.2 **Invoicing Pursuant to Agreement.** Pursuant to Exhibit A, Contractor shall invoice County for all payments due Contractor under this Agreement. County shall pay invoices in accordance with this Agreement. Invoices shall be sent to the address specified by the County.

7.5.3 **Withholding.** The County may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.

7.5.4 **Payment Due.** Within forty-five (45) days of acceptance by the County Debris Manager of all the Work or Services for which Contractor has submitted an invoice of professional Services, the Contractor shall be paid the unpaid balance of any money due for any undisputed Work or Services covered by said statement.

7.5.5 **Taxes.** County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Work or Services performed under this Agreement.

- 7.6 **Contractor's Continuing Obligations.** Contractor's obligation to perform Work or Services in accordance with the Agreement shall be absolute. Neither approval of any progress nor final payment to Contractor nor documentation confirming acceptance of the Work or Services by the County, nor any payment by County to Contractor under the Agreement nor any act of acceptance by the County nor any failure to do so, nor any correction of defective Work by County shall constitute an acceptance of Work or Services not in accordance with the Agreement

8 PAYMENT OF SUBCONTRACTORS

- 8.1 **Payment.** 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.

- 8.2 **Indemnification as to Payment of Subcontractors.** Contractor shall save, defend, 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.

- 8.3 **County not Liable for Payment to Subcontractors.** Nothing in this Agreement shall create any obligation on the part of the County to pay directly to any Subcontractor any monies due to such Subcontractor, or claims of a Subcontractor for amounts owed by Contractor to Subcontractor for Work performed under this Agreement.

9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

- 9.1 **General 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 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.
- 9.2 **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 the County's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been 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 contract, 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 by operation of law.

10 INSURANCE

10.1 Required Types of Insurance:

- 10.1.1 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:

SCHEDULE LIMITS

Workers' Compensation	Florida Statutory Coverage
Commercial General Liability	\$2,000,000. General Aggregate
.....	\$1,000,000 Each Occurrence
Premises-Operations.....	\$2,000,000. Products/CompOps Aggregate

Products-Completed Operation\$1,000,000. Personal/Advertising Injury
\$1,000,000. Each Occurrence

Umbrella Liability Insurance\$2,000,000

Auto Liability\$1,000,000. CSL
 All autos-owned, hired or non-owned
 (Symbol 1 Coverage)

*Contractor's Pollution Liability\$4,000,000 General Aggregate
\$2,000,000 Each Occurrence

*(Must be in place upon activation, including the cost of defense during the term of this agreement and for a period of five (5) years following the completion of the work as outlined in the RFP)

The County of Volusia shall be named as an additional insured under all of the above coverages except Workers' Compensation.

- 10.1.2 Minimum underlying coverage 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).

- 10.1.3 **Workers' Compensation Insurance.** Per Section 10.1.1, Workers' Compensation insurance is required for all employees of the Contractor, 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.

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).

- 10.1.4 **Commercial General Liability Insurance.** Per Section 10.1.1, the 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 form" property damage coverage 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 contract contractual liability coverage endorsement, indicating expressly the Contractor's contract 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.
- 10.1.5 **Excess/Umbrella Liability.** Per Section 10.1.1, the Contractor shall obtain an excess liability policy in addition to the scheduled underlying policies (commercial general liability, business auto liability, professional, and employers' liability) with a limit of no less than the amount shown above. This insurance shall name the County as an additional insured and include either blanket contractual or a designated contract contractual coverage endorsement, indicating expressly the Contractor's agreement to hold the County harmless. The excess/umbrella liability policy shall provide exclusive coverage for the location or project site where the work or services are to be performed under this Contract. In the alternative, the excess/umbrella 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.
- 10.1.6 **Motor Vehicle Liability.** Per Section 10.1.1, 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 **with "Any Auto"**,

Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and 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

10.1.7 Pollution Liability. Per Section 10.1.1, the Contractor shall obtain and maintain a pollution liability insurance policy with a limit of liability of no less than the amount(s) shown above on a per occurrence/aggregate basis for any work or services performed under this Contract including but not limited to environmental/pollution related services, including but not limited to, testing, design, consulting, analysis, other consulting work (whether self-performed or subcontracted), discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot fumes, acids, alkalis, toxic chemicals, liquid or gasses, waste materials, irritants, contaminants, pollutants into or upon land, atmosphere or any watercourse or body of water (including groundwater at or under or emanating arising from work or services performed under this Contract) and for all above-ground storage tanks, in-ground storage tanks, and other potentially hazardous materials, insuring the Contractor's liability for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death, property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from Contractor's operation, and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by the Contractor. The County shall be named as additional insured.

10.1.8 Additional Requirements. Coverage for pollution liability shall be provided on an occurrence form or a claims made form with a retroactive date equal to at least the first date of this Agreement and with a three (3) year reporting option beyond the expiration date of the Agreement including any amendments to the Agreement term. County shall be included as an additional named insured under the pollution liability insurance policy.

10.1.9 Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

10.2 General Insurance Requirements:

10.2.1 Licensing and Rating. 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.

- 10.2.2 **Contractor Responsible for Maintenance.** 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.
- 10.2.3 **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this Agreement. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all policies of insurance required under this Agreement (including Workers' Compensation, and general liability).
- 10.2.4 **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.
- 10.2.5 **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 or any other changes in the terms and conditions of the original insurance policies approved by the County under this Agreement within two (2) business days of receipt of such notice or change.
- 10.2.6 **Additional Insured.** 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 except professional liability and workers compensation.

10.3 **Proof of Insurance**

- 10.3.1 **Certificates Required Prior to Commencing Work.** 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. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification required by this section and outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard, and the expiration dates. Upon request from the County, the Contractor shall furnish copies of the required insurance policies and any changes or amendments thereto, immediately, to the County and County's Risk

Management and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations.

10.3.2 **Termination and Non-Payment.** 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. 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.

10.3.3 **Lapse.** 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 reserves 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.

10.4 **Survival.** The provisions of this section shall survive the cancellation or termination of this Agreement.

11 TERMINATION

11.1 County may terminate this Contract upon at least thirty (30) days prior written notice to Contractor.

11.2 Contractor may terminate this Contract upon at least one hundred eighty days (180) days prior written notice to County.

11.3 Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:

11.3.1 Stop work under the Contract on the date and to the extent specified in County's Notice of Termination.

11.3.2 Inform County of the extent to which performance is completed.

11.3.3 Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated.

11.3.4 Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.

11.4 For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Article 4- Term of Contract, Article 5 – Contract Price and Compensation, and this Article 6 - 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 Contract for work performed from the last invoice to the effective

date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

- 11.5 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. County's approval of such settlements shall be final for all the purposes of a termination under this Article 5 - Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County of Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.
- 11.6 If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Services and complete the Services and Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Services. As such, County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Services.
- 11.7 The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.
- 11.8 All provisions of this Contract which imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Contract.

12 Bonds

12.1 Performance and Payment Bonds

Contractor shall furnish Construction Performance and Payment Bonds in conformance with Florida Statute 255.05 within seven days after an Event Notice to Proceed is issued, as security for the faithful performance and payment of all Contractor's obligations under the resulting Contract. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An attorney in fact who signs Performance and Payment Bonds must file with the bond a certified copy of his/her power of attorney to assign said bond.

Concurrently with an assessment of the damage immediately following a disaster event, the County, in consultation with the Contractor, shall determine the Contractor's scope of services and an estimated dollar value of the work for the event, based upon the best data available at the time. The initial Task Order issued by the County for each specific event shall require the Contractor to provide the appropriate size Performance and Payment Bonds, each equal in sum to the estimated dollar value of the work. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

Performance and Payment Bonds for each event shall comply with all other requirements, unless otherwise stated. If the catastrophic event diminishes after the Event Notice to Proceed is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said event.

13 DISPUTE RESOLUTION

- 13.1 **Good Faith Efforts to Resolve.** 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 13, Dispute Resolution. The Contractor and County Debris 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.
- 13.2 **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) business days or longer, 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.
- 13.3 **Discovery and Negotiation / Recommended Procedures.** 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 of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Debris Manager
10	Contractor's Sr. Vice President of Sales	Director of Purchasing and Contracts

- 13.4 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted 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 any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.
- 13.5 **Right to Terminate Reserved.** Regardless of the dispute resolution procedures provided for in this Section 13, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Section 11, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

14 MISCELLANEOUS PROVISIONS

- 14.1 **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.
- 14.2 **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.
- 14.3 **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:

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:
AshBritt, Inc Attn: Ralph Dahlgren Address: 565 E. Hillsboro Blvd Deerfield, FL 33441 Phone: 954 725-6992	AshBritt- Please complete JARED MOSKOWITZ 565 E HILLSBORO BLVD DEERFIELD BEACH, FL 33441

14.4 **Assignment.**

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).

Failure by the Contractor 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 Agreement to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section 14.10.

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.

- 14.5 **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.

- 14.6 **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 Contract. 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 Contract. 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 Contract for a retention period of five (5) years after completion or termination of this Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section 14.6. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures. All audits must be performed at Contractor's home office in Deerfield Beach, FL. Nothing in this section 14.6 shall require Contractor to violate any laws applicable to Contractor as a provider of debris removal, reduction, and disposal.
- 14.7 **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.
- 14.8 **Key Personnel.** The initial key personnel and any changes or substitutions in the key personnel must be made known to County or specified in the Scope of Services/Work or future Statement of Work, and County must grant approval before any such initial personnel or change or substitution can become effective. County agrees not to unreasonably withhold any such approval. Contractor shall, except as agreed by the parties, provide the key personnel as long as said staff are in Contractor's employment. In the event of injury, illness, or death of Contractor's key personnel, or if such key personnel leave Contractor's employ, Contractor shall replace such individual within thirty (30) County work Days after such injury or illness, or from the date of departure from employment or of death. Contractor shall obtain prior written approval of the Contract Administrator to replace key personnel, such approval not to be unreasonably withheld. Contractor shall provide the Contract Administrator with such information as necessary for County to evaluate the new key personnel. In the event the Contract Administrator has reasonable objections to any replacement of key personnel, County shall notify Contractor in writing regarding such objections. Promptly after its receipt of such objections, Contractor shall investigate the matters stated and discuss its findings with County. If County thereafter requests in good faith replacement of the key personnel,

Contractor shall use its reasonable best efforts to replace the employee with a person of suitable ability and qualification. Contractor shall use its best efforts to avoid replacing or reassigning any key personnel under this Agreement. If, notwithstanding this commitment, it becomes necessary for Contractor to replace any key personnel under this Agreement, Contractor shall give County as much reasonable detail as possible concerning the proposed replacement. At a minimum, Contractor agrees, where reasonably possible, to provide County with at least thirty (30) days notice of changes to Contractor's Project team participants. Contractor agrees to provide County with resumes of new Project team participants and County may choose to interview new Project team members.

14.8.1 **Upon request to the Contractor in writing, County** may request that one or more stenographers or transcribers be excluded from providing further Services or Work in connection with this Agreement where such stenographers or transcribers have performed poorly. Contractor shall assist the County in identifying the stenographer or transcriber responsible for poor transcription or captioning and immediately remove such stenographer or transcriber from providing further work in connection with this Agreement as soon as practicable. In removing a stenographer or transcriber pursuant to this paragraph, Contractor agrees to ensure that alternate stenographers or transcribers are available to substitute for such removed stenographers and transcribers.

14.9 **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.

14.10 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

14.10.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are 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.

- 14.10.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- 14.10.3 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 the Agreement.
- 14.11 **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.
- 14.12 **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.
- 14.13 **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 to the extent practicable unless County or Contractor elects to terminate this Agreement.
- 14.14 **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.
- 14.15 **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 over and venue for any controversies or legal issues arising out of this Agreement shall be exclusively in the state courts of the Judicial Circuit of County of Volusia, Florida, unless one or more causes of action are solely cognizable in federal court, in which case, venue for and jurisdiction over such dispute(s) shall be in the Middle District of Florida, Orlando Division. 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, and, unless otherwise expressly provided herein, each agrees to bear its own costs and

attorney's fees relating to any dispute arising under this Agreement.

- 14.16 **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.

15 LOCAL GOVERNMENT REQUIREMENTS

- 15.1 **Public Records Law.** Contractor acknowledges that the records generated, maintained, or kept in the course of providing the Services and Work to be performed pursuant to this Contract are subject to the public records requirements of Chapter 119, Florida Statutes and Article I, § 24 of the Florida Constitution. Given the foregoing, the Contractor hereby agrees to:
- 15.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the County to perform the Services provided pursuant to this Agreement;
 - 15.1.2 Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise may be provided by law;
 - 15.1.3 Ensure that public records that are statutorily exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
 - 15.1.4 Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in the possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are statutorily exempt or confidential and exempt from statutory public records disclosure requirements. For the purposes of complying with this paragraph, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the public agency; and
 - 15.1.5 In responding to any public records request, Contractor shall (i) notify the County of the request and the Contractor's intentions with regard to such request and (ii) provide the County with copies of all records requested and produced, as well as copies of all correspondence between the Contractor and the requestor. Contractor further agrees not to release any records that are statutorily exempt from disclosure or statutorily confidential and exempt without first receiving prior written authorization from the County, it being understood that the legislature has designated such records exempt or otherwise confidential based upon important public policy or safety reasons.

Contractor shall, defend, indemnify, and hold the County harmless from and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to perform or otherwise adhere to the requirements of this section, including, but not limited to, any third party claims or awards for attorneys fees and costs arising therefrom, claims for negligent disclosure of confidential or exempt records, and claims for failure to produce or otherwise timely produce records subject to disclosure. County shall further be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of the remedies recited herein shall not be interpreted to limit or otherwise restrict the County from seeking any other appropriate cause of action against or remedy from the Contractor, whether in law or in equity, in the County's enforcement of the requirements of this section.

- 15.2 **No Code Violation or Past Due Debt.** Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Volusia County Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Agreement and the County shall have the right to terminate this Agreement as set forth herein.
- 15.3 **Changes Due to Public Welfare.** The County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.
- 15.4 **Compliance with Applicable Laws.** Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall protect and indemnify County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.
- 15.5 **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all Services funded by County, including Titles I, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the

facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Contract, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA. In performing under this Contract, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, 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, gender, sexual orientation, age, national origin, political affiliation, or disability.

- 15.6 **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 Term of this Agreement and will comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free work place during the term of this Agreement.
- 15.7 **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 15.8 **Prohibition Against Contingent Fees.**
- 15.8.1 The Contractor warrants that he or she or 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 he or she or it 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, compensation, 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, the County shall have the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 15.8.2 Contractor understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for professional Services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of an agreement for professional Services shall, upon conviction in a competent court of this State, be found guilty of a first degree

misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

15.8.3 Contractor understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for professional Services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of an agreement for professional Services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

15.8.4 Any County official, agent or employee who offers to solicit or secure, or solicits or secures, an agreement for professional Services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such an agreement for professional Services between the County and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

15.9 **Equal Opportunity; Disadvantaged Business Enterprises.**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that 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.

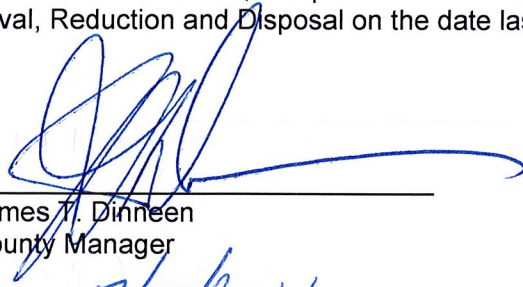
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- 16 All provisions of this Agreement which impose or contemplate continuing obligations on a party shall survive the expiration or termination of this Agreement.

17 SIGNATURES

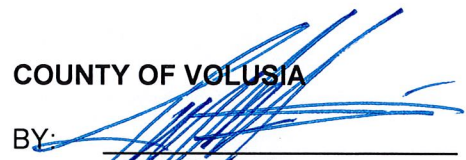
IN WITNESS WHEREOF, the parties have made and executed this Agreement for Debris Removal, Reduction and Disposal on the date last written below.

Attest:


James T. Dinnien
County Manager

Date: 7/18/2016

COUNTY OF VOLUSIA

BY: 
Jason P. Davis
County Chair

Date: 7-11-16

Attest:


Signature
KELLY BECKMANN
MARKETING COORDINATOR
Name and Title

Date: 6/16/2016

AshBritt, Inc.

BY: 
Signature
JOHN NOBLE C.O.O.
Name and Title

Date: 6/16/2016

CC Date: 07/07/16

Exhibit B Price Schedule AshBritt
Price Sheet

HOURLY RATE PRICE SCHEDULE

Equipment Type With Operator	Hourly Rate	Day Rate
(includes fuel and maintenance costs)		
15-24 Cubic Yard Dump Truck	\$ 80.00	\$ 960.00
17 Cubic Yard Clam Truck	\$ 125.00	\$ 1,500.00
20 Cubic Yard Clam Truck	\$ 145.00	\$ 1,740.00
25-34 Cubic Yard Dump Truck	\$ 90.00	\$ 1,080.00
30 Ton or Larger Crane	\$ 245.00	\$ 2,940.00
35-44 Cubic Yard Dump Truck	\$ 95.00	\$ 1,140.00
45-54 Cubic Yard Dump Truck	\$ 100.00	\$ 1,200.00
50' Bucket Truck	\$ 150.00	\$ 1,800.00
5-14 Cubic Yard Dump Truck	\$ 75.00	\$ 900.00
55-64 Cubic Yard Dump Truck	\$ 115.00	\$ 1,380.00
65-74 Cubic Yard Dump Truck	\$ 120.00	\$ 1,440.00
75+ Cubic Yard Dump Truck	\$ 125.00	\$ 1,500.00
Bobcat Loader	\$ 80.00	\$ 960.00
D-6 Dozers or Equivalent	\$ 150.00	\$ 1,800.00
Diamond Z or Equivalent Tub Grinder	\$ 525.00	\$ 6,300.00
Equipment Transports	\$ 95.00	\$ 1,140.00
John Deere 544 Loader or Equivalent	\$ 120.00	\$ 1,440.00
Motor Grader	\$ 130.00	\$ 1,560.00
Rubber Tire Backhoe	\$ 115.00	\$ 1,380.00
Service Trucks	\$ 85.00	\$ 1,020.00
Stump Grinder	\$ 129.00	\$ 1,548.00
Track-Hoes-John Deere 690 or Equivalent	\$ 145.00	\$ 1,740.00
Tractor with Box Blade	\$ 65.00	\$ 780.00
Water Truck (2,000 Gallon)	\$ 91.00	\$ 1,092.00
Wheel-Loader 644 or Equivalent	\$ 140.00	\$ 1,680.00

Personnel and/or Equipment Type	Hourly Rate	Day Rate
1" Diaphragm Pump	\$ 12.50	\$ 100.00
1" Suction or Discharge Hose	\$ 4.00	\$ 35.00
12 Ton Lowboy	\$ 59.00	\$ 590.00
12' Work Boat with Motor	\$ 112.00	\$ 1,120.00
12' Work Boat without Motor	\$ 84.00	\$ 840.00
185 CFM Compressor	\$ 20.00	\$ 151.50
2" Chemical Suction or Discharge Hose	\$ 22.00	\$ 140.00
2" Diaphragm Pump	\$ 25.00	\$ 160.00
2" Diaphragm Pump S.S.	\$ 43.00	\$ 275.00
2" Suction or Discharge Hose	\$ 11.00	\$ 70.00
20' Response Trailer	\$ 29.50	\$ 295.00
3" Chemical Suction or Discharge Hose	\$ 28.00	\$ 180.00

Exhibit B Price Schedule AshBritt
Price Sheet

HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
3" Diaphragm Pump	\$ 39.00	\$ 250.00
3" Suction or Discharge Hose	\$ 15.00	\$ 90.00
3"X12' Absorbent Boom – Universal	\$ 70.00	Bale of 4
30 Gallon Over-pack	\$ 115.00	Each
36' Response Trailer	\$ 45.00	\$ 395.00
4 mil 20X100 Polyethylene	\$ 70.25	Each
4000-5000 Watt Generator	TBD	TBD
5"X1 0' Absorbent Boom- Petroleum	\$ 26.25	Each
50 Ton Lowboy	\$ 130.00	\$ 1,300.00
55 – Gallon Drum Liners, 10 mil	\$ 11.25	Each
55 – Gallon Drums	\$ 110.00	Each
6 mil 20X100 Polyethylene	\$ 425.00	Roll
6 mil Bags	\$ 4.75	Each
8"X1 0' Absorbent Boom – Petroleum	\$ 177.50	Each
95 Gallon Poly Over-pack	\$ 350.75	Each
Absorbent Pads Bundle – Petroleum	\$ 143.00	Box
Absorbent Pads Bundle – Universal	\$ 191.25	Box
Acid Suit	\$ 95.00	Each
Administrative Assistant	\$ 65.00	\$ 600.00
Air Blower	\$ 8.00	\$ 55.00
Air Filtration Panel	\$ 12.00	\$ 95.00
Air-hose Section	\$ 3.25	\$ 20.75
Airless Spray	\$ 35.00	\$ 275.00
Airline Respirator (includes 150' of Airline)	\$ 45.00	\$ 265.00
Asbestos Abatement Supervisor	\$ 70.00	\$ 700.00
Asbestos Abatement Worker	\$ 60.00	\$ 600.00
Asbestos Inspector	\$ 50.00	\$ 500.00
Backhoe	\$ 115.00	\$ 1,150.00
Backhoe Extend-a-hoe	\$ 115.00	\$ 1,150.00
Barrel Cart	\$ 5.25	\$ 27.50
Boot Covers	\$ 8.00	Pair
Box Truck	\$ 35.00	\$ 210.00
Bulldozer D4or Equivalent	\$ 105.00	\$ 1,050.00
Cascade Air System Per Employee	\$ 140.00	Day/Each
Caution/Hazard Tape	\$ 9.25	Each
Chemist	\$ 80.00	\$ 800.00
Circular Saw	\$ 7.50	\$ 30.00
Clerical	\$ 35.00	\$ 350.00
Climber with Gear	\$ 85.00	\$ 850.00
Combustible Gas Indicator	\$ 16.00	\$ 64.75

Exhibit B Price Schedule AshBritt
Price Sheet

HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Cotton or Latex Gloves	\$ 0.70	Pair
Cutting Torch	\$ 40.00	\$ 201.75
Detector Tubes	\$ 180.00	Ten Pack
DOT Hazardous Waste Labels	\$ 1.40	Each
Drill with Bits	\$ 4.25	\$ 17.25
Duct Tape	\$ 5.00	Roll
Dump Truck	\$ 90.00	\$ 900.00
Electrical Cord Section (50')	\$ 12.50	\$ 52.00
Equipment Operator	\$ 55.00	\$ 550.00
Extension Ladders	\$ 9.50	\$ 42.75
Fiber Drums	\$ 75.75	Each
Field Hazardous Material Manager	\$ 135.00	\$ 1,350.00
Field Hazardous Material Technician	\$ 110.00	\$ 1,100.00
Field Project Foreman	\$ 95.00	\$ 950.00
Field Project Supervisor	\$ 85.00	\$ 850.00
Fire Extinguisher	\$ 25.00	\$ 125.00
First Aid Station	N/A	\$ 125.00
Flatbed Trailer	\$ 25.00	\$ 115.00
Foreman with Truck	\$ 65.00	\$ 650.00
Grounding Cable and Rod	\$ 4.00	\$ 15.00
Hand Auger, Stainless Steel	\$ 55.00	\$ 285.00
Hand Operated Transfer Pump	\$ 11.25	\$ 45.00
Hand Tools Per Employee (Shovels, brooms, etc.)	\$ 7.50	\$ 30.00
Handheld Radios	\$ 18.75	\$ 75.00
Hazardous Material Containment Area Foreman	\$ 70.00	\$ 700.00
Hazardous Material Containment Area Manager	\$ 85.00	\$ 850.00
Hazardous Material Containment Area Supervisor	\$ 70.00	\$ 700.00
Hazardous Material Containment Area Technician	\$ 50.00	\$ 500.00
Hazcat Kit	N/A	\$ 8,500.00
Health and Safety Specialist	\$ 85.00	\$ 850.00
Hearing Protection	\$ 0.35	Pair
HEPA Vac	\$ 92.00	\$ 552.00
High Hazard Personnel Decontamination	\$ 400.00	Kit
Inspector with Vehicle	\$ 42.50	\$ 425.00
Kappler Tape	\$ 15.00	Roll
Laborer	\$ 32.50	\$ 325.00
Leather Work Gloves	\$ 12.50	Pair
Level A Suit – Kappler Responder or Equal	\$ 800.00	Each
Level B Suite- Kappler Responder or Equal	\$ 350.00	Each
Low Hazard Personnel Decontamination	\$ 225.00	Each

Exhibit B Price Schedule AshBritt
Price Sheet

HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Mechanized Broom	\$ 81.00	\$ 810.00
Nitrile Gloves	\$ 8.00	Pair
Noeprene Gloves	\$ 12.00	Pair
Office Trailer	\$ 29.50	\$ 339.25
Oil Dry	\$ 25.00	Per Bucket
Oil Dry Spreader	\$ 6.00	\$ 24.75
Operator with Chainsaw	\$ 45.00	\$ 450.00
Passenger Car	\$ 18.75	\$ 75.00
Peat Moss	\$ 45.00	Each Bag
Personal Protective Equipment/Level A Employee	N/A	\$ 240.00
Personal Protective Equipment/Level B Employee	N/A	\$ 46.00
Personal Protective Equipment/Level C Employee	N/A	\$ 30.00
Personnel Retrieval Harness	N/A	\$ 24.00
Personnel Retrieval System	N/A	\$ 140.00
Ph Paper	\$ 36.00	Pack
Photographic Equipment	\$ 37.50	\$ 150.00
Photoionization Detector	N/A	\$ 110.00
Pickup Truck	\$ 16.25	\$ 95.00
Pickup Truck, 1 Ton	\$ 21.00	\$ 125.00
Pickup Truck, 4X4	\$ 21.00	\$ 125.00
Pickup Truck, Extended Cab	\$ 16.25	\$ 95.00
Port a John	\$ 15.00	\$ 85.00
Portable Eyewash Station	N/A	\$ 38.00
Portable Light Stand	\$ 40.00	\$ 240.00
Pressure Washer	\$ 18.50	\$ 112.75
Project Coordinator	\$ 100.00	\$ 1,000.00
Project Engineer	\$ 95.00	\$ 950.00
Project Geologist	\$ 85.00	\$ 850.00
Proshield	\$ 5.00	Each
PVC Boots (Hazmat)	\$ 32.50	Pair
PVC Gloves	\$ 2.70	Pair
Rain Suit	\$ 35.00	Each
Regulatory Manager	\$ 75.00	\$ 750.00
Respirator Airline, 50' Section	N/A	\$ 175.00
Respirator Cartridges	N/A	\$ 35.00
Respirator Wipes	\$ 0.40	Each
Safety Superintendent	\$ 55.00	\$ 550.00
Saranex	\$ 25.00	Each
SCBA Bottle Refill	\$ 17.00	Each
Silvershield Gloves	\$ 12.00	Pair

Exhibit B Price Schedule AshBritt
Price Sheet

HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Skid Steer	\$ 80.00	\$ 800.00
Small Compressor	\$ 9.00	\$ 72.50
Soda Ash Bag	\$ 30.00	Each
Spike Bar	\$ 4.25	\$ 20.75
Spill Classifier	\$ 18.00	Strip
Step Ladders	N/A	\$ 12.00
Superintendent with Truck	\$ 75.00	\$ 750.00
Survey Personnel with Vehicle	\$ 38.00	\$ 380.00
Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	N/A	\$ 45.00
Toxic Gas Detector	\$ 31.25	\$ 125.00
Track-hoe 490 or Equivalent	\$ 145.00	\$ 1,450.00
Traffic Control Personnel	\$ 30.00	\$ 300.00
Traffic Control Vest, Cones, Flags, Barrels, etc.	\$ 51.25	\$ 310.00
Truck Driver	\$ 45.00	\$ 450.00
Tyvek	\$ 8.00	Each
Vacuum Truck, 3,500 Gallon	\$ 295.00	\$ 2,950.00
Vermiculite	\$ 30.00	Each
Water hose Section (Garden)	\$ 35.00	Each
Wheelbarrow	N/A	\$ 15.00
Wire Welder	\$ 43.25	\$ 258.75
Wrench Kit (Bung wrench, speed wrench, etc.)	N/A	\$ 25.00

Exhibit B Price Schedule AshBritt
Price Sheet

HOURLY RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 thru 15			
2. Eligible ROW Vegetative Debris Removal Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a County approved DMS location or County Designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	7.65	765,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	7.65	4,590,000
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	6.5	8,450,000
3. Eligible ROW C&D Debris Removal Work consists of the collection and transportation of Eligible C&D debris on the ROW to a County Designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	25,000	7.95	198,750
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	100,000	7.95	795,000
Level 3 Disaster (Catastrophic damage countywide)	800,000	6.5	5,200,000
4. DMS Management and Reduction Through Grinding Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through grinding.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	3.95	395,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	3.95	2,370,000
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	3.45	4,485,000
5. DMS Management and Reduction Through Air Curtain Incinerators Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through air curtain incineration.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	3.35	335,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	3.35	2,010,000
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	2.95	3,835,000
6. Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced Eligible disaster related debris at a County approved DMS location to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	25,000	4.25	106,250
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	150,000	4.25	637,500
Level 3 Disaster (Catastrophic damage countywide)	325,000	4	1,300,000

Exhibit B Price Schedule AshBritt
Price Sheet

HOURLY RATE PRICE SCHEDULE

7. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs Work consists of removing Eligible hazardous leaning trees or hanging limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of scope of services item 2, Eligible ROW Vegetative Debris Removal (Collect & Haul).	Estimated Quantity	\$ Per Tree	Total
6 inch to 12.99 inch diameter Eligible Leaning Tree	200	52	10,400
13 inch to 24.99 inch diameter Eligible Leaning Tree	150	95	14,250
25 inch to 36.99 inch diameter Eligible Leaning Tree	50	156	7,800
37 inch to 48.99 inch diameter Eligible Leaning Tree	20	212	4,240
49 inch and larger diameter Eligible Leaning Tree	10	340	3,400
(Per tree) Removal of Eligible Hanging Limbs >2"	1,000	99	99,000
8. Removal of Eligible Hazardous Stumps Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS location or County Designated Final Disposal Site. Stumps will only be removed at direction of County after FEMA approval.	Estimated Quantity	\$ Per Stump	Total
24.1 inches to 36.99 inch diameter Eligible Stump	10	125	1,250
37 inch to 48.99 inch diameter Eligible Stump	5	250	1,250
49 inch and larger diameter Eligible Stump	5	375	1,875
9. Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Gallon	Total
Liquid type hazardous material	1,000	14	14,000
10. Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Pound	Total
Solid type hazardous material	1,000	75	75,000
11. Eligible ROW White Goods Debris Removal (Collect & Haul) Work consists of the removal of Eligible white goods from the ROW to a designated County approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS location to a County designated facility for recycling.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	50	150	7,500
Washers, dryers, stoves, ovens, AC units, and hot water heaters	50	100	5,000

Exhibit B Price Schedule AshBritt
Price Sheet

HOURLY RATE PRICE SCHEDULE

12. Eligible E-Scrap Item Removal Work consists of the recovery and recycling of Eligible E-Scrap such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	2,000	85	170,000
13. Eligible Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total
	500	3.25	1,625
14. Boat Removal The Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements	Estimated Quantity	\$ Per Unit	Total
	50	750	37,500
15. Vehicle Removal The Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements.	Estimated Quantity	\$ Per Unit	Total
	50	500	25,000
16. Other Debris Removal Work Work consists of the...	Estimated Quantity	\$ Per Cubic Yard	Total
a. Marine Debris Removal - The Contractor shall clear waterways of eligible debris that is a direct result of a natural or manmade disaster	500	35	17,500
b. Sand Screening - The Contractor shall screen all sand to remove eligible debris deposited as a result of a natural or manmade disaster	1,000	18	18,000
c. Debris Removal from Storm Drains and Catch Basins- The Contractor shall remove eligible sand and debris from storm drains and catch basins that has been deposited as a result of a natural or manmade disaster.	1,500	135	202,500
17. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	80,000	9.9	792,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	1,000,000	9.9	9,900,000
Level 3 Disaster (Catastrophic damage countywide)	2,000,000	8	16,000,000
18. Eligible Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	40,000	12.65	506,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	200,000	12.65	2,530,000

**Exhibit B Price Schedule AshBritt
Price Sheet**

HOURLY RATE PRICE SCHEDULE

Level 3 Disaster (Catastrophic damage countywide)	400,000	10	4,000,000
Total Estimated Cost of All Scope of Service Items:			69,917,590

TITLE 23--HIGHWAYS

CHAPTER I--FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF
TRANSPORTATION

PART 635--CONSTRUCTION AND MAINTENANCE--Table of Contents

Subpart D--General Material Requirements

Sec. 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of Sec. 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting Sec. 635.410, see 60 FR 15478, Mar. 24, 1995.

EXHIBIT A Scope of Services

Background

The Volusia County (County) Public Works Department (PW) is seeking to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, the County seeks proposals from qualified Contractors with sufficient experience in the specialized management of disaster response and subcontractors for the purpose of debris removal services during the preparation, response, recovery, and mitigation phases of potential emergency situations or disasters. Consequently, qualified Contractors must have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes typical of a hurricane in addition to localized small-scale volumes typical of a tornado.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s) at no cost to the County.

Description of Designated Areas

- A. The designated area for debris removal (the County right-of-way) is bounded by the County limits of Volusia County and includes public property and Right-of-Ways (ROW), County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways, waterways or other areas, as directed in writing by the County Debris Manager.
- B. In accordance with MAP-21, following a Presidential Disaster Declaration all debris removal from FHWA funded road segments will be funded by FEMA. Following a Governor declared disaster and if tasked with debris removal from Federal Aid Highway segments within Florida Department of Transportation, District 5 under the Federal Highway Administration (FHWA) Emergency Relief (ER) Program, the Contractor will be required to provide crews separate from those providing any other County ROW debris removal services. The crews allocated to provide debris removal from FHWA-ER eligible roadways will only collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program Eligible roadways to include those identified in Exhibit D – FHWA Form 1273.
- C. The County Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- D. All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated

Exhibit A
Scope of Services

16-P-32PW-ASHBRITT

work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

- E. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.
- F. Contractor shall deliver all disaster related debris to a County approved Debris Management Site (DMS) or County Designated Final Disposal Site that have been approved to receive storm-generated debris and adhere to all local, state and federal regulations.
- G. The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use.
- H. The County Designated Final Disposal Site is the Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32128. Additional County Designated Final Disposal Sites may be approved by the County in writing depending on the severity of the disaster and the amount of debris generated.
- I. All County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.
- J. Payment for disposal costs such as tipping fees incurred by the Contractor at a County Designated Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight tickets numbers with load ticket or haulout ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.

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- K. Recycling of debris removed by the Contractor is strongly encouraged and will be coordinated with the County and authorized agencies. Recycling efforts will also be carried out under the current recycling programs existing at most landfills. The strength or weakness of the various landfills recycling programs will be a factor in choosing disposal locations. Common recyclable materials that are a result of a debris-generating event include wood waste, metals, and concrete. The recent passing of the Public Assistance Alternate Procedures allows for the County to retain any income received for recycling of disaster debris. The Contractor will submit all recycling proceeds to the County.
- L. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- M. The County reserves the right to inspect DMS, verify quantities and review operations at any time.
- N. The county, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

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All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written Notice to Proceed orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, Federal Highway Administration (FHWA) Emergency Relief (ER) Program to include those identified in Exhibit D – FHWA Form 1273 and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA or FHWA during the course of a debris removal project. The aforementioned definition of "Eligible" applies to all uses throughout this Scope of Services. Work will include: examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to County approved DMS(s) or County Designated Final Disposal Site(s); reducing disaster related debris; hauling reduced debris to a County Designated Final Disposal Site; disposing of reduced debris at a County Designated Final Disposal Site or ORSWMF and supporting documentation. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled dumped or reimbursed under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

At the request of the County this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. All roadways designated by the County Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the County to conduct emergency roadway clearance work. The County may choose to extend the Contractor's 70 hour limit through a written request. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. The Contractor shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. Eligible ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, Eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible vegetative debris existing in the County will be performed as identified by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.
- e. Entry onto private property for the removal of Eligible vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the ROW line and removed.
- g. The Contractor must provide traffic control as conditions require or as directed by the County Debris Manager.

3. Eligible ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible C&D debris existing in the County ROW will be performed as identified by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or as directed by the County Debris Manager.

4. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate the DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of the DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

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- i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 6. Depending on the volume of HHW per DMS location, the County may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
- j. Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (**See Debris Site Tower Specifications**).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

5. DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program

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- (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
 - e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
 - f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
 - g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
 - h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
 - i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 7. Depending on the volume of HHW per DMS location, the County may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
 - j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
 - k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
 - l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.
 - m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

6. Haul-Out of Reduced Debris to a County Designated Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D, mulch, etc., existing at a County approved DMS(s) to a County Designated Final Disposal Site in accordance with all federal, state and local rules and

regulations. The Contractor shall not receive any payment from the County for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site. All debris residing in the County ROW and County provided DMS shall be the property of the County until final disposal at a permitted disposal site or recycling facility, unless otherwise negotiated by the County.

7. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of Eligible hazardous trees and Eligible hanging limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all Eligible hazardous leaning trees and Eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW then Contractor must load the resulting debris as Eligible hazardous leaning tree or Eligible hazardous hanging limbs as they are removed.

- a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the County Debris Manager or its authorized representative. In order for leaning or hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
 3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 4. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous hanging limbs will be identified by the County or its authorized representative for removal. Removal and placement of Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be

communicated to the Contractor, in writing, by the County Debris Manager or its authorized representative. In order for hanging limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is greater than two (2) inches in diameter.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

8. Removal of Eligible Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item 2. The diameter of Eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager or its authorized representative. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Exhibit F – FEMA FP 104-009-2, Appendix E). The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

9. Eligible Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW from the ROW to a TSDF.

- a. The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.

10. Eligible ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of Eligible white goods from the ROW, removal of refrigerants, transportation to a County approved DMS, decontamination, and transportation to a County approved facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
 1. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- b. The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated County approved DMS for refrigerant removal by the Contractor's qualified technicians.

11. Eligible E-Scrap Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of Eligible E-Scrap from the ROW to a County Designated E-scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all Eligible E-Scrap Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

12. Eligible Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County Designated Final Disposal Site. Contractor shall coordinate activities with the Volusia County Animal Services Division and the Volusia County Health Department.

13. Other Debris Removal Work

- a. Marine Debris Removal - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the County or its representative
- b. Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster as directed by the County, in writing. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS.
- c. Removal of Sand, Silt, and Sediment from Storm Drains and Catch Basins- Following a flood event, the Contractor(s) may be tasked with removing sand, silt, sediment and debris that has been washed into storm drains and catch basins in order to restore drainage function.
- d. Abandoned Vehicles and Vessels- The Contractor(s) shall remove vehicles and vessels from County ROW and County property that have been abandoned and present a hazard or immediate threat that blocks ingress/egress in public use areas. The Contractor will stage the vehicles and vessels in accordance with local ordinances and State law to secure ownership.

14. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM structures, as well as Eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.

- b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.
- c. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

15. Eligible Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.
- c. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

Technical Specifications

Notice To Proceed Orders

The County Public Works Director or representative shall issue official written Notice to Proceed (NTP) orders for the services referenced in this contract. The NTP orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. If the Contractor's authorized representative is on site in the County then the NTP orders will be hand delivered. Under no circumstances shall the County be liable for any services rendered unless the written NTP orders have been sent and received by the Contractor(s). Contractor(s) must acknowledge receipt of the NTP orders in writing to the County Public Works Director or representative.

Documentation Management and Support

The Contractor shall provide data management and support to the County during the disaster recovery effort including but not be limited to:

- a. Assist the County in the preparation of FEMA and State reports for reimbursement, including training of agency/department employees and review of documentation prior to submittal.
- b. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
- c. Utilize County tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and County reimbursement.
- d. The Contractor shall conduct daily meetings with the County to provide updates on the status of operations, discuss issues/problems, and daily work schedules. The Contractor shall provide daily reports in a format approved by the County that detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done detailing the street names beginning and ending cross streets and address blocks and city limit lines when applicable where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The reports shall include issues requiring attention and other information requested by the County.
- e. The Contractor shall maintain, in an approved and safe place at the site, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State reimbursement applications along with Written Amendments, Change Orders, Work Change Directives, Change Orders and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved samples, shall be available to the County for reference. Upon completion of the work, these record documents and samples shall be delivered to the County.

Mobilization/Response

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. Within twelve (12) hours of being issued NTP orders from the County, the Contractor(s) shall mobilize equipment and resources in the County. Within twenty-four (24) hours of being issued NTP orders

from the County, the Contractor(s) shall be prepared to begin debris removal operations as directed by the County Debris Manager. As part of the Contractor's mobilization effort the Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

The County strongly encourages the use of local resources. The Contractor(s) shall perform at least 30% of the work with its own forces and give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers. A list of subcontractors will be required when activated and maintained current throughout the activation. The county reserves the right to approve all subcontractors and updates thereto. The preference for the use of local resources is not applicable to FHWA funded Emergency Relief projects.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to

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- ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).
- c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.
 - d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
 - e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.
 - f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to one or more Rapid Response Crews (RRC) as directed by the County. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric

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reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis.

Production Rates For Debris

The County intends to participate in increased federal cost share incentives, such as those included the FEMA Alternative Procedures Pilot Program for Debris Removal. In order to help facilitate the County's participation in any available accelerated debris removal incentives, the Contractor commits to the following productions rates for debris removal:

- a. Up to one hundred thousand (100,000) cubic yards 10 calendar days from Notice to Proceed (NTP).
- b. Up to two hundred fifty thousand (250,000) cubic yards 15 calendar days from NTP.
- c. Up to five hundred thousand (500,000) cubic yards 30 calendar days from NTP.
- d. Up to one million (1,000,000) cubic yards 60 calendar days from NTP.
- e. Greater than one million (1,000,000) cubic yards after 60 calendar days, two hundred fifty thousand (250,000) cubic yards every 15 calendar days thereafter.
- f. The ability to be fully operational for the reduction and disposal of debris within 72-hours of initial NTP.
- g. The ability to incinerate daily debris volumes within thirty (30) days on a first in, first out basis. Contractor shall use double air feed curtain, as directed to incinerate debris.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any workers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The County may choose either to have the Contractor(s) make the necessary repairs or have the Contractor(s) pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting

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trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

- b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Facilities at DMS Locations

The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County until final disposal at a properly permitted disposal site. The Contractor will submit all recycling proceeds to the County.

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- c. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- d. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- e. The Contractor(s) shall immediately report and document all incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

- f. The Contractor must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

Documentation and Measurement

- a. Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal and state natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the County from the appropriate agency.
- b. Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- c. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMSs or County Designated Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the County or County-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.
- d. The Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- e. The County or its authorized representative will use an automated debris management system for recording volumes of debris removal. A printed copy of each electronic ticket will be provided to the Contractor(s) for their records. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.
 1. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
 2. Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide one copy to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the estimated debris quantity and sign the load

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- ticket. The County will keep the original electronic copy, one (1) copy will be given back to the vehicle operator and one (1) copy will be provided to the Contractor.
3. Loads of processed (e.g., chipped) debris being hauled from a DMS to a County Designated Final Disposal Site will follow the same load ticket procedures. A County authorized representative will initiate the load ticket at the DMS. Another County authorized representative will validate and sign the ticket at the County Designated Final Disposal Site.
 4. The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

Payment

- a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County, or its authorized representative, will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.
- b. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County). Following a Governor's declaration, the Contractor(s) may be tasked with removing debris from FHWA-ER funded roadways and segregating this debris from any debris removed from non FHWA-ER road segments.
- c. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.
- d. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

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- e. No separate payment will be made for mobilization and demobilization operations or any travel per diem costs. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- f. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.
- g. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the County Designated Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County Designated Final Disposal Site, and proof of Contractor payment to the County Designated Final Disposal Site.
- h. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA or FHWA, unless the County otherwise agrees in writing.
- j. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

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**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

**A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)**

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality,

quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



FEMA

DISASTER ASSISTANCE POLICY

DAP9523.11

Exhibit E Contract 16-P-32PW-AshBritt

I. TITLE: Hazardous Stump Extraction and Removal Eligibility

II. DATE: MAY 15 2007

III. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground), with the consensus of the Applicant and the State, and is approved in



FEMA

DISASTER ASSISTANCE POLICY

Exhibit E

DAP9523.11

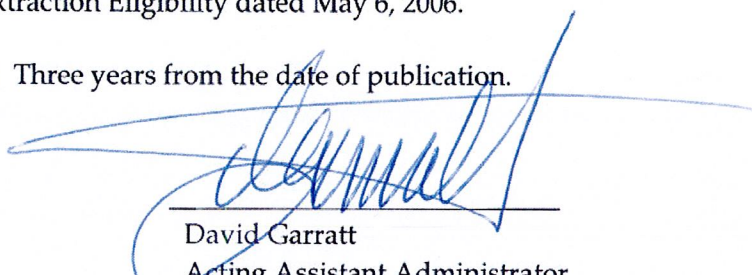
advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.
2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.
3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit organization). In such instances, applicants do not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.
4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.
5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.
6. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Applicant must provide a cost analysis showing cost effectiveness.

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policy Number 9523.11, Hazard Stump Removal and Extraction Eligibility dated May 6, 2006.

X. REVIEW DATE: Three years from the date of publication.


 David Garratt
 Acting Assistant Administrator
 Disaster Assistance Directorate

Page 2 of 2

Attachment: Volusia County Debris Removal, Reductions and Disposal Contract with AshBritt Environmental (1510 : City of Holly Hill Debris

Exhibit E
Hazardous Stump Worksheet

Applicant: _____ Date: _____
Applicant Representative: _____ Signature: _____
FEMA Representative (if available) _____ Signature: _____
State Representative (if available): _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)			Tree Size (Diameter)		Eligible		Fill For Debris Stumps		Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)				Yes	No		CY	
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														

Stump Conversion Table

Exhibit E

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

AGREEMENT

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of Holly Hill, FL resulting from a storm or manmade event; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of Holly Hill, FL and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, Holly Hill, FL has a community of interest in Volusia County, FL with respect to the debris services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, Volusia County, FL has selected through competitive process a firm proficient in providing debris services; and

WHEREAS, Holly Hill, FL has reviewed the solicitation, proposal, and evaluation related to the selection of the firm by Volusia County, FL and endorses with the process and selection; and

WHEREAS, Holly Hill, FL has reviewed the contract for debris services between Volusia County, FL and AshBritt, Inc. and has found the Scope of Services, prices, terms and conditions as set out in this Contract to be reasonable, acceptable and of benefit to their citizens; and

THEREFORE, the City of Holly Hill (City) and AshBritt, Inc. (AshBritt) hereby enter into this Agreement whereby the City retains AshBritt to provide debris services pursuant to the same terms and conditions as exist in the contract between the County of Volusia and AshBritt identified as _____, a copy of said contract and RFP are attached hereto marked as Exhibit A and incorporated herein by reference.

Authorized Signor for AshBritt, Inc.

Authorized Signor for Holly Hill, FL

John W. Noble

Printed Name

Printed Name

Chief Operating Officer

Title

Title

10/05/16

Date

Date



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

**City Commission
Agenda Item**

MEETING DATE: November 15, 2016
FROM: Joseph Forte
SUBJECT: Florida Housing Fiance Corp, Work Force Housing - Beneficial Communities
NUMBER: (ID # 1498)
APPLICANT:
PLANNER:

DISCUSSION:

At the request of the Fountainhead, LLC Developers, on October 8, 2016, in accordance with State Law, the City advertised the sale of approximately 5.41 acres of property located in the Community Redevelopment Area at 1200 Center Ave. Holly Hill, FL. The purpose of the request to sell this land is part of the overall development of the property by Fountainhead, LLC. The City received one submittal from Beneficial Communities.

After reviewing the submittal from Beneficial Communities the City has identified several concerns. First, the City was asked to advertise the property identified in the Fountainhead, LLC. MPUD as 5.41 acres. It was not until after the advertisement did the City realize the property identified is not properly zoned to the required RPUD. However, in 2014, beneficial Communities submitted a request for support to build a Senior Affordable Housing development on the property located at 1200 Center Ave. under a separate 6 +/- acres of which this property overlaps with the 5.41 acres. The 6 acres was approved by the City Commission with an approved RPUD pending the sale of the land to the developer to be finalized.

With the current advertisement for a Workforce Housing Development, the City was expecting a submittal that would either match the pending 6 acre RPUD which, if award by FHFC, Fountainhead, LLC. would need to redesign their MPUD submittal or if the submittal matched the Fountainhead, LLC. MPUD proposal by the developer would need to rezone a portion of the property in order to comply with the FHFC regulations.

In either case, additional modifications would be needed to the property by way of rezoning or major modifications to the MPUD expected from Fountainhead, LLC developers.

FISCAL ANALYSIS:

If the Commission throws out the submittal, there is no fiscal impact. If the City awards the bids, the City will need to provide a local match in the amount of \$50,000.00 toward the project.

STAFF RECOMMENDATION:

Staff recommends the City Commission throw out the one and only submitted proposal received from Beneficial Communities for being inconsistent and not compatible with the proposed MPUD from Fountainhead and inconsistent with the regulation of the FHFC.

COMMISSION GOAL:

MOTION:

To throw out the one and only submittal the City received for this year's FHFC workforce housing application period.

- Beneficial - Vistas at Fountainhead FHFC Project (PDF)

THE VISTAS AT FOUNTAINHEAD

Response to the City Commission of Holly Hill
Proposal for Development of Workforce
Housing at 1200 Center Street

SUBMITTED TO: Ms. Valerie Manning
City Clerk
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida

SUBMITTED BY: Beneficial Communities
3550 South Tamiami Trl., Ste 301
Sarasota, Florida 34239
Contact Person: Ken Bowron Jr
Telephone #: 941-929-1270

TAB 1

COVER LETTER



November 3, 2016

Ms. Valerie Manning
City Clerk
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida

Re: Invitation to Bid "1200 Center Street"

Dear Ms. Manning:

Beneficial Communities is proud to submit our Invitation to Bid and vision for the redevelopment of the former Middle School Site at 1200 Center Street in Holly Hill, Florida.

Beneficial Communities invests in and develops not only market-rate housing for families and professionals, but also mission-driven, tax leveraged housing developments for underserved populations in all locations. We have assembled an experienced local team for this project. Below are some reasons why Beneficial Communities and its Development Team is the best choice for this exciting and transformative project:

Affordable Housing Expertise- Since 2003 Beneficial Communities is one of the most experienced developers of affordable housing in the State of Florida. We have successfully constructed close to 3000 units of affordable and market rate housing across Florida and the United States in partnership with housing authorities, local governments, non-profits & US Department of Veterans Affairs.

Finance Expertise- We have extensive real world experience in design, financing, entitlement, construction and ownership of projects that combine tax credits and other innovative specialized funding sources. We piece together multiple sources of funding to build units in underserved communities where market rents can't otherwise support necessary costs

Unique vision- We have developed a unique vision for the redevelopment of the site, which will meet the objectives of the City of Holly Hill and the proposed Office Park Campus being proposed by Synergy Billing by providing affordable housing to employees and residents of the City.

Beneficial Communities has had the privilege working with the City in the past on the same site. We have already gone through the process of due diligence, negotiating a contract and Development Agreement (attached). We hope to have that opportunity to work together once again given the familiarity with the site as well as staff.

Should you have any questions regarding our Invitation to Bid or need clarification please do not hesitate to reach out.

Sincerely,

Don Paxton
Beneficial Communities

Invitation to Bid
1200 Center Street Holly Hill

REAL ESTATE PURCHASE AGREEMENT

This real estate purchase agreement (the "Agreement") is made and entered into this 11th day of September, 2014 by and between City of Holly Hill, whose address is 1065 Ridgewood Ave., Holly Hill, FL (hereinafter referred to as "Seller") and BENEFICIAL DEVELOPMENT 14, LLC, a Florida limited liability company or assign, whose address is 3550 South Tamiami Trail Suite 301, Sarasota, Florida, 34239, (hereinafter referred to as "Purchaser"). The Seller and Purchaser may hereinafter be referred to collectively as the "Parties". This Agreement shall be effective upon execution by both the Seller and the Purchaser (the "Effective Date").

RECITALS

WHEREAS, Seller is the owner of 6 +/- acres of Property, located in Volusia County, Florida, as more particularly described on the attached Exhibit "A", hereinafter referred to as the "Real Estate", and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Real Estate on the terms and conditions hereinafter set forth.

AGREEMENT

Subject to the terms and conditions of this Agreement, and in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Seller and Purchaser agree as follows:

1. **REAL ESTATE, PROPERTY.** Subject to the terms and conditions set forth below, Seller shall sell and convey to Purchaser and Purchaser shall purchase from Seller the Real Estate, together with any and all easements, rights-of-way, privileges, benefits, contract rights, development rights, permits, licenses or approvals, improvements, or appurtenances arising from, pertaining to or associated with said real property (collectively, the "Property").

2. **PRICE AND PAYMENT.** The purchase price of the Real Estate shall be in the amount of One hundred twenty-five thousand dollars (\$125,000.00) per acre as determined by Survey.

a. Upon exercise of the Agreement, the Purchaser shall pay an earnest money deposit of Fifteen thousand Dollars (\$15,000.00) by cash or check within ten business days of the Effective Date of this Agreement (the "Deposit") to the Escrow Agent, which term shall hereafter include all additional sums paid by Purchaser as additional Deposits under this Agreement. The Deposit shall be held by the Escrow Agent, and shall be refundable for any reason during Due Diligence. If Purchaser elects to proceed after the expiration of the Due Diligence Period the earnest money deposit shall become non-refundable. If Purchaser receives board recommendation for an award of Tax Credits then on March 13, 2015 Purchaser shall deposit an additional Ten Thousand Dollars (\$10,000). All Deposits are applicable to Purchase

Price.

c. The Purchaser shall pay the balance of the purchase price in cash, less any Deposits, by wire transfer of funds at the time of the Closing as provided in Paragraph 5.

The Deposits paid pursuant to this Agreement shall be deposited with Heather Toft, Esq as agent ("Escrow Agent") and released to the Seller or Purchaser as provided herein, which shall be applied to the Purchase Price at closing.

3. **TITLE CONVEYANCE AND SURVEY.** Seller shall convey title to the Real Estate by general warranty deed at closing. Said deed shall convey marketable title in fee simple absolute, with release of dower, subject only to real estate taxes not then delinquent and easements and restrictions of record that do not unreasonably interfere with Purchaser's proposed development. As of the date hereof, Purchaser has not examined the title to the Real Estate. At least thirty (30) days prior to closing, Purchaser shall obtain an ALTA Owner's Title Insurance Commitment (the "Commitment") and a UCC-11 search, from a title agent selected by Purchaser which will commit to insure title to the Real Estate in accordance with the previous sentence and shall furnish a copy to Seller. If such Commitment discloses any title defects or other matter which, in Purchaser's sole judgment, interferes with Purchaser's intended use of the Real Estate, or which renders the title unmarketable, then, prior to closing, Purchaser shall provide written notice of objection thereto to Seller. In such event, if Seller is unable to or does not elect to remedy any such title defects or other such matter of title at Seller's sole cost and expense on or prior to the closing date, then Purchaser at its election, may either acquire the Real Estate subject to the effect of the same or terminate this Agreement without further liability to either party, and the Deposit shall be returned by the Escrow Agent to Purchaser. Purchaser shall, at the closing, pay for the cost of issuance of an ALTA Title Insurance Policy to Purchaser in the amount of the purchase price. Possession of the Real Estate shall be delivered to Purchaser at closing. During the term of this Agreement, Seller shall not convey any interest in the Real Estate without the prior written approval of Purchaser.

Within 10 days from the Effective Date of this Agreement, Seller shall, at its expense, provide a copy of the existing survey of the Real Estate to the Purchaser, prepared by a registered surveyor. The survey shall be updated by the Purchaser, at the expense of Purchaser, prior to expiration of the Due Diligence Period, as defined herein. The legal description prepared from this survey shall be used in the Seller's deed, provided that the description is approved as current, by Seller and all appropriate governmental authorities. Survey defects shall be deemed and treated as title defects for purpose of this Section 3 and objections thereto shall be subject to the above procedures and time limitations. Purchaser shall provide written notice of objection thereto to Seller. In such event, if Seller is unable to or does not elect to remedy any such title defects or other such matter of title at Seller's sole cost and expense on or prior to the closing date, then Purchaser at its election, may either acquire the Real Estate subject to the effect of the same or terminate this Agreement without further liability to either party, and the Deposit shall be returned by the Escrow Agent to Purchaser.

4. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes shall be prorated as of the date of the closing, based upon the amount of the most recent available real estate tax bills. Seller shall also be responsible for all assessments against the Real Estate

(whether recorded or in the process of being certified) as of the date of the closing including any deferred sewer or water tap-in fees. All delinquent real estate and personal property taxes and any amounts owing on the lien of any general or special assessments shall be paid by Seller at the time of Closing. If the amount of the real estate taxes prorated at the closing differs from the amount of the actual real estate taxes for the tax period in question by more than ten percent (10%), the Parties will reprorate based on the actual tax bill and credit the appropriate party within thirty (30) days after receipt of such tax bill. Seller shall be responsible for all conveyance fees and other "taxes" associated with the conveyance of the Real Estate.

5. **CONTINGENCIES, DUE DILIGENCE, EXTENSIONS & CLOSING.**

Purchaser intends to construct certain improvements on the Real Estate. By reason thereof, it is necessary for Purchaser to make certain determinations as to the suitability of the Real Estate for Purchaser's proposed development. Therefore, the consummation of this transaction is conditioned upon:

a. **Feasibility Study.** Purchaser shall determine whether there is adequate access to the Real Estate, whether utilities are existing or will be existing to serve the Real Estate, and whether soil and subsoil conditions, as well as other economic factors, will permit the efficient and economical construction of Purchaser's proposed improvements. Purchaser, in its sole discretion, shall determine the feasibility of the its intended use of the Real Estate, based upon but not limited to following: access to the Real Estate, availability of utilities adequate to serve the proposed improvements, soil and subsoil conditions, environmental conditions, water and drainage conditions, the existence of wetlands, and any other factors affecting the efficient and economic construction of the Purchaser's proposed improvements and intended use of the Real Estate.

b. **Development Plan Approval.** Purchaser shall have obtained, at its expense, from all appropriate governmental authorities and public utilities, all necessary zoning approvals, subdivision approvals and other site plan approvals for its proposed development.

c. **Title and Survey Defects.** If, in the Purchaser's sole discretion, the Commitment, the lien search, or the survey reveal any defects affecting title to the Real Estate, the Purchaser shall provide the Seller notice of such defects as soon as practicable. The Purchaser may either waive the defects or request that the Seller correct the defects solely at the Seller's cost. The Purchaser must affirmatively accept the Property in writing before the expiration of the Due Diligence Period or the Property shall be deemed rejected and this contract shall be deemed terminated.

d. **Utilities.** All utilities, including but not limited to, storm sewer, sanitary sewer, water, gas, electric and cable, will be available to the property line of the Real Estate. To Seller's knowledge, there is no fact or condition which would impair Purchaser's ability to tap-in and use said utilities for the development of the Real Estate. Purchaser shall have obtained, at its expense, any necessary utility easements from adjoining property owners on terms and conditions acceptable to Purchaser.

e. **Due Diligence Period:** Purchaser shall have until December 31, 2014 ("Due Diligence Period") to satisfy or waive the conditions set forth in paragraphs 5(a) through 5(d) above. Purchaser in its sole discretion shall determine whether or not a contingency has been satisfied. The Purchaser must affirmatively accept the property in writing before the expiration of the Due Diligence Period or the Property shall be deemed rejected and this contract shall be deemed terminated.. Upon such termination, the Deposit made by Purchaser shall be returned by the Escrow Agent in full and the Parties shall have no further obligation hereunder. Seller shall cooperate with Purchaser in obtaining the approvals required pursuant to this paragraph 5, such cooperation to include, but not be limited to, the execution by Seller of any and all documents needed by Purchaser to obtain permits and approvals. Seller hereby grants to Purchaser authority to apply for site plan approval, development plan approval, and clearing and building permits prior to the Closing, and Seller shall execute any and all documents as may be required by the appropriate governmental agency to evidence such authority.

g. **Closing:** Closing to occur upon site plan approval and all building permits issued to the proposed multifamily project, but no later than June 30, 2015, unless both parties agree to extend the closing date.

(1.) Seller shall execute and/or deliver to Purchaser at Closing the following:

(a) A General Warranty Deed executed by Seller conveying fee simple title of the Property to Purchaser, subject only to the Permitted Exceptions.

(b) A non-foreign certificate in compliance with Section 1445 of the Internal Review Code;

(c) An assignment or assignments of all of Seller's right, title and interest with regard to all development rights, permits, licenses, consents, approvals, benefits soil tests, development plans, engineering plans or specification, tests, reports, studies, appraisals, analysis, or transportation capacity reservations or certificates, and similar documents or information which Seller may have in its possession and pertaining exclusively to the Property (the "Development Rights"), thereto, in form and content satisfactory and to the appropriate governmental agency or entity having jurisdiction thereof.

(d) Closing Statement; and

(e) Such other customary documents as reasonably may be reasonably required to consummate the transaction contemplated by this Contract, or which may be required by the Title Company in order to issue the Title Policy as required by the Title Commitment.

(2.) Purchaser shall have obtained financing, on terms and conditions acceptable to Purchaser, for the acquisition and development of the Real Estate.

(3.) Purchaser shall execute and/or deliver to Seller at Closing:

(a) Closing Statement;

(b) The Purchase Price, subject to credits and prorations as provided herein; and

(c) All documents required hereunder in order to consummate this Contract, and such other customary documents as reasonably may be required to consummate the transaction contemplated by this Agreement, or which may be required by the Title Company in order to issue the title policies in this Contract.\

(4.) Purchaser shall have the right to extend the closing for the payment of One Thousand Dollars (\$1,000.00) per 30 day "(Extension Period)" for One (1) Extension Period. The extension fee(s) shall be released to Seller by the Escrow Agent immediately upon notice from Purchaser to Seller to extend the contract. Payment of extension fee(s) to be deducted from the Earnest Money Deposit. All extension fee(s) released to Seller through Escrow Agent shall be non-refundable, but applicable to the purchase price, and shall be deemed to be liquidated damages in the event this transaction does not close and is earned as such by Seller.

h. **Closing Expenses.** The cost of documentary stamps on the Deed and of any corrective instruments or actions shall be paid by Seller on or before Closing. The cost of recording the Deed, the Survey, the title insurance premium and any title search charges or other charges pertaining to the Title Commitment and the owners' title insurance policy shall be paid by the Purchaser on or before Closing. Each party shall bear and pay its own attorneys' fees and expenses.

6. **SITE INVESTIGATION AND CONDITION OF REAL ESTATE.** Seller hereby grants to Purchaser a temporary license to enter onto the Real Estate to conduct such engineering and soil testing as it deems appropriate. Purchaser shall conduct such site investigation in such a manner so as to minimize any damage to the Real Estate and, to the extent practicable, Purchaser shall promptly restore any damaged areas of the Real Estate to its condition prior to Purchaser's entry on the Real Estate. Purchaser agrees to indemnify Seller from and against any loss or damage incurred or suffered by Seller relating to any activities of Purchaser, its employees or independent contractors, on or about the Real Estate prior to the date of closing hereunder. Prior to the closing, Seller shall not make any material alterations to the Real Estate without the prior written consent of Purchaser.

Within thirty (30) days after the date of this Agreement, Seller shall deliver to Purchaser copies of all engineering reports, environmental (plant and animal) reports or environmental site assessments, topographical maps, soil tests, feasibility studies, easement agreements, subdivision approvals, title insurance policies and surveys in Seller's possession pertaining to the Real Estate.

Seller represents and warrants to Purchaser that Seller has not received notice of any violation of any applicable federal, state or local statute, law, ordinance, order, rule or regulation or of any covenant, condition, restriction or easement affecting the Real Estate. Seller further represents and warrants to Purchaser that, to the best of Seller's knowledge, the Real Estate is free from any and all hazardous substances and wastes, asbestos, underground storage tanks, PCB's and wet lands. Prior to the expiration of the Due Diligence Period, as herein defined, Purchaser, at its expense, shall perform an environmental audit and wet lands assessment on the Real Estate. In the event such audit discloses the presence of hazardous substances, wastes, asbestos, underground storage tanks or PCB's, then, unless Seller agrees, within ten (10) days after Seller's receipt of notice of the results of such audit, to remove and clean up any such hazardous substances, wastes, asbestos or underground storage tanks and to pay the costs of such removal and clean up prior to the closing date, Purchaser, at its election, may either acquire the Real Estate without requiring the removal of such hazardous substances, wastes, asbestos, underground storage tanks or PCB's, or may terminate this Agreement by written notice thereof to Seller, in which case any deposit made by Purchaser shall be returned by the Escrow Agent in full and neither party shall be under any further obligation hereunder.

7. **ADDITIONAL OBLIGATIONS OF SELLER.** Not Applicable:

8. **COOPERATION AGREEMENT.** Purchaser may need a variety of exclusive and non-exclusive public and private, permanent and temporary utility, drainage, right of way, grading, access, ingress/egress and roadway easement(s) to facilitate its re-development of subject property. The Seller hereby agrees to review and consider all reasonable request for assistance in regard to such items, specifically considering the impact on adjoining properties and public services. The cost of design, designation, and recording of those easements shall be borne by Purchaser.

9. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents, warrants, and covenants to Purchaser as to the following matters, and shall be deemed to remake all of the following representations, warranties, and covenants as of the date of Closing.

a. **No Consents Necessary.** Seller has the legal right, power, capacity and authority to enter into and perform its obligations under this Agreement, and no approval or consent of any other person or entity is necessary to authorize the execution of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby. The execution and delivery of this Agreement and every other document delivered pursuant to this Agreement by Seller, and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller.

b. **No Violations.** Seller has not received any written notice (i) of any violations by Seller or the Real Estate or any part thereof, of any law, rule, regulation, order or ordinance or (ii) from any insurance company of the existence of any material and adverse condition which requires work to be done to cure such condition with respect to the Real Estate, and Seller has no knowledge that any such notices are forthcoming or that any such conditions or violations exist.

c. **No Pending Proceedings.** The Seller represents that there is no pending or threatened, condemnation action, litigation, arbitration, administrative action or examination, claim, demand, attachment, execution or similar proceeding whatsoever, relating to the Real Estate or Seller which would adversely affect the Real Estate. Seller shall immediately notify Purchaser of any such claim or proceeding which is made, filed, threatened or instituted by or against Seller or the Real Estate after the date of this Agreement.

d. **No Third Party Rights.** The Seller represents that no tenant or other third party has any agreement, option, or other right of first refusal, to purchase the Real Estate or any part thereof nor does any party have any occupancy rights with respect to the Real Estate.

e. **Access.** Seller has no knowledge of any fact or condition which would result in the termination or impairment of access to the Real Estate from adjoining public or private streets or ways or which could result in discontinuation of necessary sewer, water, electric, gas, telephone, or other utilities or services. To Seller's knowledge, all sewage, sanitation, plumbing, water retention, refuse disposal, and similar facilities servicing the Real Estate are in full compliance with governmental authorities' laws, rules and regulations.

f. **Utilities.** All utilities, except sanitary sewer, but including water, gas, electric and cable, are available to the Real Estate. To Seller's knowledge, there is no fact or condition which would impair Purchaser's ability to tap-in and use said utilities for the development of the Real Estate.

g. **Assessments.** There are no public improvements which have been ordered to be made and/or which have not heretofore been assessed, and there are no special, general, or other assessments pending, or to Seller's knowledge, threatened against or affecting the Real Estate.

h. **Third Parties.** Seller has not entered into, nor is aware of, any contract, lease, lien, encumbrance, agreement or right of possession, which cannot be canceled/terminated by Purchaser within a 30-day notice or less. Nor does any Third Party have any right(s) of occupancy, unrecorded or prescriptive easement(s) or usage with respect to the subject property, at law or in equity.

i. **Survival of Warranties.** Each of the foregoing representations and warranties shall survive the Closing and any independent investigation by Purchaser.

10. **EMINENT DOMAIN.** If, prior to the closing, any proceeding shall be threatened, commenced or consummated for the taking of any part of the Real Estate for public or quasi-public use pursuant to the power of eminent domain, then Seller shall forthwith give notice thereof (the "Condemnation Notice") to Purchaser. The Condemnation Notice shall, if possible, be accompanied by a sketch of the portion of the Real Estate which will be affected by such taking, and a metes and bounds description delineating the area to be affected. If any such taking, contemplated taking or threatened taking, shall occur or be commenced, then Purchaser shall have the option to terminate this Agreement upon written notice to Seller given not later than ten (10) days after receipt of the Condemnation Notice or go forward and take an

assignment of Seller's condemnation award. In the event Purchaser elects to terminate this Agreement, any deposit made by Purchaser shall be returned by the Escrow Agent in full, and neither party shall be under any further obligation hereunder.

11. DEFAULT.

i. BY PURCHASER. IF CLOSING DOES NOT OCCUR BY THE DATE SET FOR CLOSING HEREIN UNLESS EXTENDED, THROUGH NO BREACH OR DEFAULT OF SELLER, SELLER SHALL BE ENTITLED TO RECEIVE AND RETAIN THE EARNEST MONEY DEPOSIT AS WELL AS ADDITIONAL FEES PAID TO SELLER AS FULL AND COMPLETE LIQUIDATED DAMAGES AND NEITHER PARTY SHALL BE UNDER ANY FURTHER OBLIGATION HEREUNDER. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DAMAGES TO SELLER IN THE EVENT OF PURCHASER'S DEFAULT OR BREACH WOULD BE IMPOSSIBLE TO ACCURATELY DETERMINE, THAT PROOF OF THE AMOUNT OF SUCH DAMAGES WOULD BE COSTLY AND INCONVENIENT AND THAT SAID SUM IS FAIR AND REASONABLE IN LIGHT OF ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE PARTIES' ESTIMATION OF THE POSSIBLE RANGE OF DAMAGES TO SELLER IN THE EVENT OF SUCH A DEFAULT OR BREACH BY PURCHASER. SUCH LIQUIDATED DAMAGES SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR PURCHASER'S DEFAULT OR BREACH. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. SELLER AND PURCHASER EACH CONFIRM THEIR AGREEMENT TO THE FOREGOING BY INITIALING IN THE SPACE PROVIDED BELOW.

ii. BY SELLER. IN THE EVENT THE SELLER SHALL DEFAULT IN THE CONSUMMATION OF THIS AGREEMENT, THE SELLER AGREES THAT THE PURCHASER SHALL HAVE ALL REMEDIES AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, SPECIFIC PERFORMANCE.

Seller's Initials

Purchaser's Initials

12. ASSIGNMENT. This Agreement may NOT be assigned by Purchaser without the consent of Seller, However, Purchaser may assign this Agreement to a limited partnership in which it or an affiliate without Sellers consent

13. **NOTICES.** Any notices to be given hereunder shall be given by placing the notice in the United States Mail, certified or registered, properly stamped and addressed to the address shown below or such other addresses as the respective party may direct in writing to the other, by personal delivery to such address, or by facsimile transmission (with receipt of transmission) and such notice shall be deemed effective upon such placing in the mails, on the next business day following delivery to a nationally recognized overnight delivery service, upon such personal delivery, or on the date sent via facsimile (with receipt of transmission):

To Seller: **Name:** **City of Holly Hill**
 Address: **1065 Ridgewood Ave., Holly Hill, FL**
 Attn: **Kurt Swartzlander, Interim City Manager, and**
 Lynn Dehlinger, Economic Development Director
 Phone: **386 248 9420**
 Fax: **386-248-9497**
 Email: **kswartzlander@hollyhillfl.org,** **and**
 ldehlinger@hollyhillfl.org.

To Buyer: **Name:** **BENEFICIAL DEVELOPMENT 14, LLC, a Florida**
 limited liability company
 Address: **2206 Jo-An Drive,**
 City\State: **Sarasota, Fl. 34231**
 Attn: **Don Paxton**
 Phone: **(941) 929-1270**
 Fax: **(941) 929-1271**
 Email: **dpaxton@beneficialcom.com**

With copy to: **Name:** **Broad and Cassel**
 Address: **390 N Orange Ave., Suite 1400**
 City\State: **Orlando, FL 32801**
 Attn: **Heather Toft, Esq.**
 Phone: **407-839-4252**
 Fax: **407-650-0966**
 Email: **htoft@broadandcassel.com**

14. **INVALID PROVISIONS.** In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

15. **BROKER.** There are no brokers involved in this transaction, other than Lynn Dehlinger, managing broker for TAG, LLC, a Florida Real Estate Broker whose fee is contractually paid by the Seller under a separate agreement. Any other commissions due outside parties are the responsibility of the Purchaser and shall be paid by the Purchaser.

16. **FORCE MAJEURE.** Neither party shall be liable for nonperformance or delay in performance due to any act of God; regulation or law of any government; riot; civil commotion; destruction of the subject Real Estate by fire, earthquake or storm; strike; labor disturbances; or the failure of any public utilities or common carriers.

17. **MISCELLANEOUS PROVISIONS.**

(a) **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) **Amendments and Termination.** Except as otherwise provided herein, this Contract may be amended or modified by, and only by, a written instrument executed by Seller and Purchaser, acting by their respective duly authorized agents or representatives.

(c) **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

(d) **Section Headings.** The section headings inserted in this Contract are for convenience only and are intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Contract, nor the meaning of any provision hereof.

(e) **Counterparts.** This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(f) **Entire Understanding; Merger of Prior Agreements.** The foregoing Agreement contains the entire understanding between Seller and Purchaser relative to the subject matter hereof and no oral representations heretofore made by either party to the other shall be binding upon either of them. This Contract supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

(g) **Time.** Time is of the essence of this Contract. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall be automatically extended to 5:00 P.M. on the next ensuing business day.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year below indicated.

SELLER:
City of Holly Hill

By: [Signature]
Name: KURT SWARTZLANDER
Its: INTERIM City MANAGER

Date: 9/11/14

PURCHASER:

Beneficial Development 14, LLC,
a Florida limited liability company

By: [Signature]
Name: Don Patton
Its: Manager

Date: 9/9/14

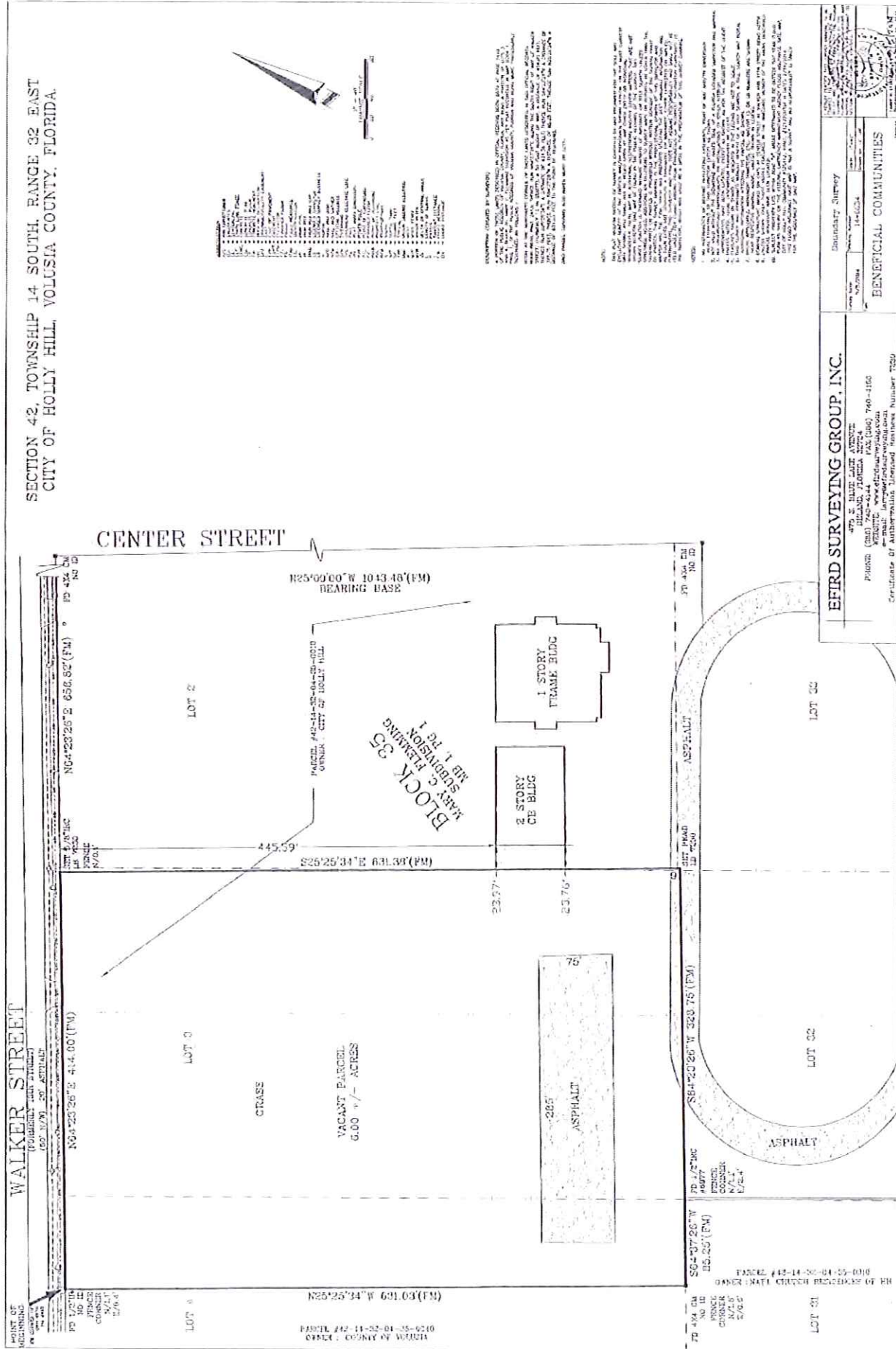
ESCROW ACKNOWLEDGMENT

The undersigned acknowledges receipt of the _____
(\$ _____) earnest money deposit this ____ day of _____, 200__ and
agrees to hold such funds in accordance with the terms of this Agreement.

ESCROW AGENT:

By: _____

Exhibit "A"**Property Description**





CITY OF HOLLY HILL

PRE- APPLICATION MEETING FORM

You must set up a pre-application meeting **before** submitting your application. Please (386) 248-9424 or fax this completed form to (386) 248-9498 or email tharowski@hollyhillfl.org Tom Harowski, City Planner.

The following background information is required to schedule a pre-application meeting. Staff will use this to research the project site in preparation for the meeting. Although this is the minimal amount of background material required, more information is welcome. Please reference the list of Recommended Pre-Application Materials. Please attach additional sheets or plans as needed.

APPLICANT

Name: Beneficial Development 14 LLC
 Address: 3550 S. Tamiami Trl. Suite 301
 City/State/Zip: Sarasota, FL 34239
 Phone: 941-929-1270 Fax: 941-929-1271
 E-Mail Address: kbowser@beneficialcon.com
 Contact Person: Ken Bowser Jr.

OWNER

Name: City of Holly Hill
 Address: 1065 Edgewood Ave
 City/State/Zip: Holly Hill, FL 32117
 Phone: 386-248-9420 Fax: _____
 E-Mail Address: ldetlinger@hollyhillfl.org
 Contact Person: Lynn Detlinger

My application will be: (Please check the type of request)

☒ A Rezoning from R-2 to PUD.

☐ A Special Exception/Conditional Use for a _____.

☐ A Variance to _____.

☐ A Minor/Major Amendment to _____.

PROJECT INFORMATION

Tax parcel number(s): 42-14-32-04-35-0010

Address of parcel: 1200 Center St

Size of parcel: approx. 6 acres

Existing zoning: R-2

Future Land Use: Mixed Use 3

Existing Use of Property: Vacant - Former School

You are recommended to submit the following with this form:

- ☐ A signed and sealed survey of the property (should be no more than 2 years old)
- ☐ Legal description of the subject property, if not on the survey
- ☐ A site plan to scale (for Special Exceptions & Variances)
- ☐ Written description of the request

Violation(s): _____
 TRS Meeting Date: _____
 EMD Required: YES NO
 N/C Lot Letter Required: _____
 Unrecorded Subdivision: _____
 Other: _____

STAFF USE ONLY

Planner's Comments/Notes: _____

Date Submitted: 9-11-14 Taken By: J. Harowski Time: 1:00 a.m./p.m. ☐ Notifications Discussed

TAB 2

DEVELOPMENT CONCEPT



Development Concept

Beneficial Communities under the entity of WOB Beneficial Development 16 LLC wishes to offer the City of Holly Hill \$1,600,000, for the 5.41 +/- acre property located at 1200 Center St., in Holly Hill, Florida. Please see Section 3 for the Purchase and Sale Agreement for the subject property which will show our bona fide intentions to purchase the property.

The development team has come up with a design that has taken into consideration the needs and wants of the City and the next-door development neighbor Synergy Billing. The overall mixed use development as envisioned will consist of 80 units of workforce housing units and Synergy's headquarters, medical billing school, community health clinic, day care center and fitness center.

Our plan for The Vistas at Fountainhead will be an 80-unit workforce housing multi-family development consisting of one, two, & three bedroom units. The layout of the development will consist of (4) 20 unit three story walk up garden style buildings and clubhouse. Units will range in size from approximately 800 sq. ft. for a 1-bedroom, 1000 sq. ft. for a 2-bedroom and 1200 sq. ft. for a 3-bedroom unit. Each unit will contain fully equipped kitchens, with Energy efficient appliance such as: oven range, refrigerator, dishwasher, and garbage disposal there will be central air conditioning, ceiling fans, Washer and Dryer hook-ups, private porch/patios, cable hookups and Wi-Fi. All units will be rented to families making no more than 60% of the Area median income.

Unit Type	AMI %	# of Units	Rent
1-bedroom	60%	9	\$508
1-bedroom	45%	1	\$361
2 -bedroom	60%	37	\$615
2 -bedroom	45%	5	\$438
3- bedroom	60%	25	\$720
3 -bedroom	45%	3	\$516

On Site Amenities, will consist of the following:

- Clubhouse with Leasing Office
- Fitness Center
- Tot Lot/Playground
- Computer Lab
- Swimming Pool
- Picnic Area
- Laundry Facility



The Following services at no cost to the residents will be offered:

- After School Program
- Financial Counseling
- Employment Assistance Program
- First Time Homebuyers Class

Our development will comply with all City architectural and planning requirements utilizing an attractive, low density, garden style building configuration. The development will be designed to meet strenuous energy efficiency and green building guidelines to make sure that the building will either be LEED or Florida Green Builders certified. Items such as Low-VOC paint, EPA certified water sense faucets, toilets and shower heads, Energy efficient windows and coverings, split air conditioning with minimum EER ratings of 12, Energy Star qualified appliances in all units, Eco-friendly cabinets-formaldehyde free, Carpet and Rug Institute Green Label certified flooring, High Efficiency HVAC, and Energy Star qualified roof coating. Our management staff will also train residents with recycling procedures and using eco-friendly cleaning supplies.

Beneficial's Development team will consist of a knowledgeable and proven in house acquisitions and processing team. The team has worked together for close to 10 years and will enlist the help of all the departments to make sure that the development is feasible and within the guidelines of the tax credit program. Once an award of tax credits our Development team will start working with our Architect 5G and Engineers to begin our design process. The Development team will involve the City and its departments to obtain the necessary permits for construction. They will also work with our contractor CORE to keep the development on time and within our strict quality standards. Timing on construction should take approximately 12-14 months for completion. As the development gets near completion our Management team which includes our in-house Asset Manager and management company Pinnacle Management dba American Management Company will start pre-leasing 90 days prior to construction completion. From there we will ensure that there are knowledgeable, specially trained personnel to work with potential residents and assure compliance with the City, State and Federal LIHTC regulations. This comprised team of professionals has proven to bring affordable housing developments like Vistas at Fountainhead from vacant land to a community our residents call home.



The development will bring significant economic impact to the City. The community will be constructed utilizing the Federal Low Housing Tax Credit program administered by the Florida Housing Finance Corporation (FHFC). Vistas at Fountainhead will be financed with a construction loan from Chase of approximately \$9,497,455 for a twenty-four-month period. This loan will be utilized during construction/lease-up and will be paid off by LIHTC equity. In addition, Chase will provide a 30-year permanent loan in the amount of \$1,642,998, with a 6% interest rate. The annual debt service of \$119,362 is based on a 30-year amortization schedule. Federal tax credit and private investment will provide over \$15,000,000 in equity to the development for the construction of the project.

In summary, we feel that Vistas at Fountainhead is a much-needed workforce housing option for the residents of Holly Hill. Its design, units and community amenities provide a market rate style development at an affordable price. The physical location of the development and high quality design make this an asset for the community.

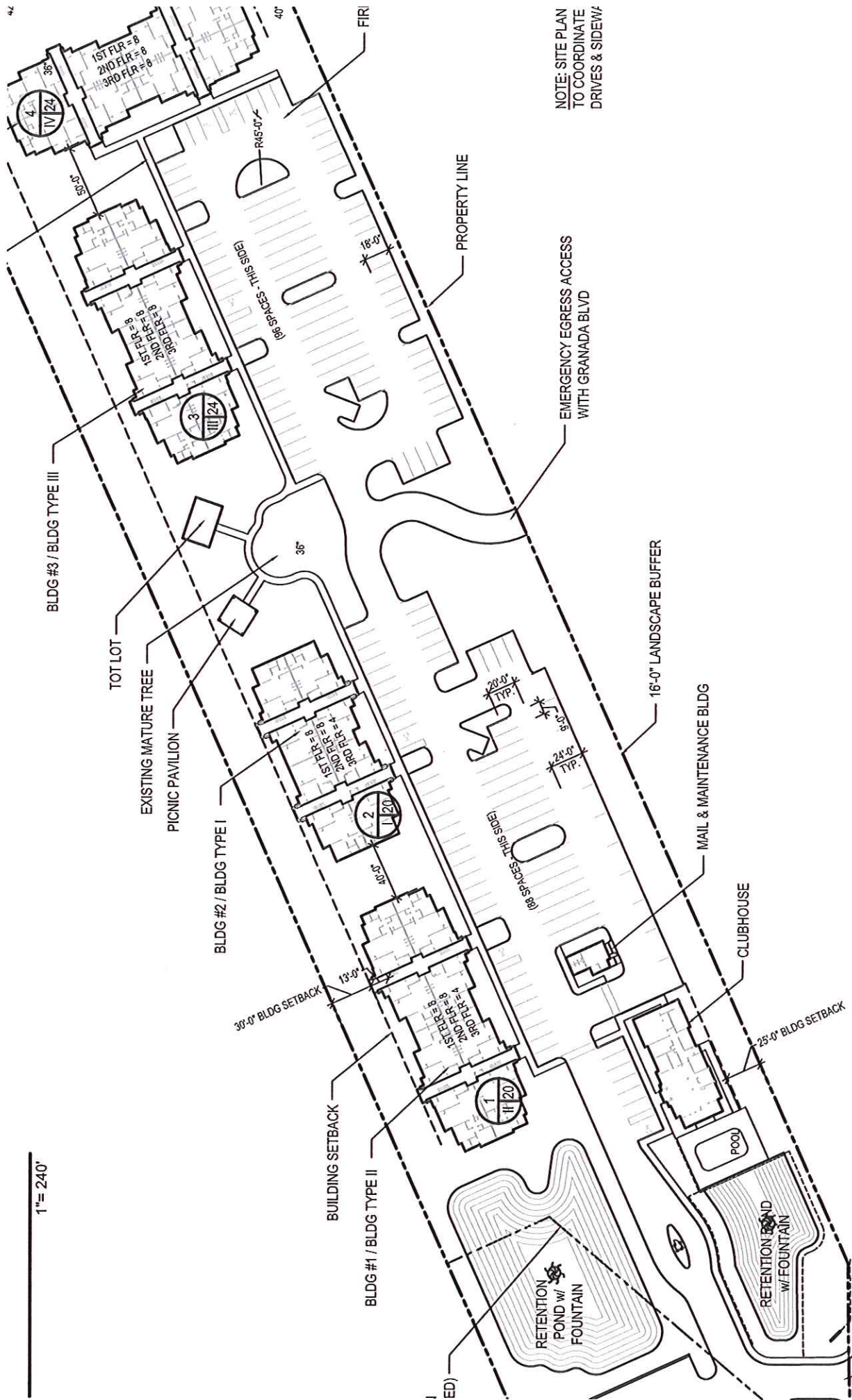


Vistas at Fountainhead Location:

Vistas at Fountainhead is located along Center St in Holly Hill. Within ½ mile of the site you have Holly Hill Elementary School, two grocery stores, Winn Dixie and Save A Lot. Other close by amenities include, a Walmart Grocery Store, Walgreens, Public Park, YMCA, Doctor's offices, City Hall and a bus stop 1/10 mile away.











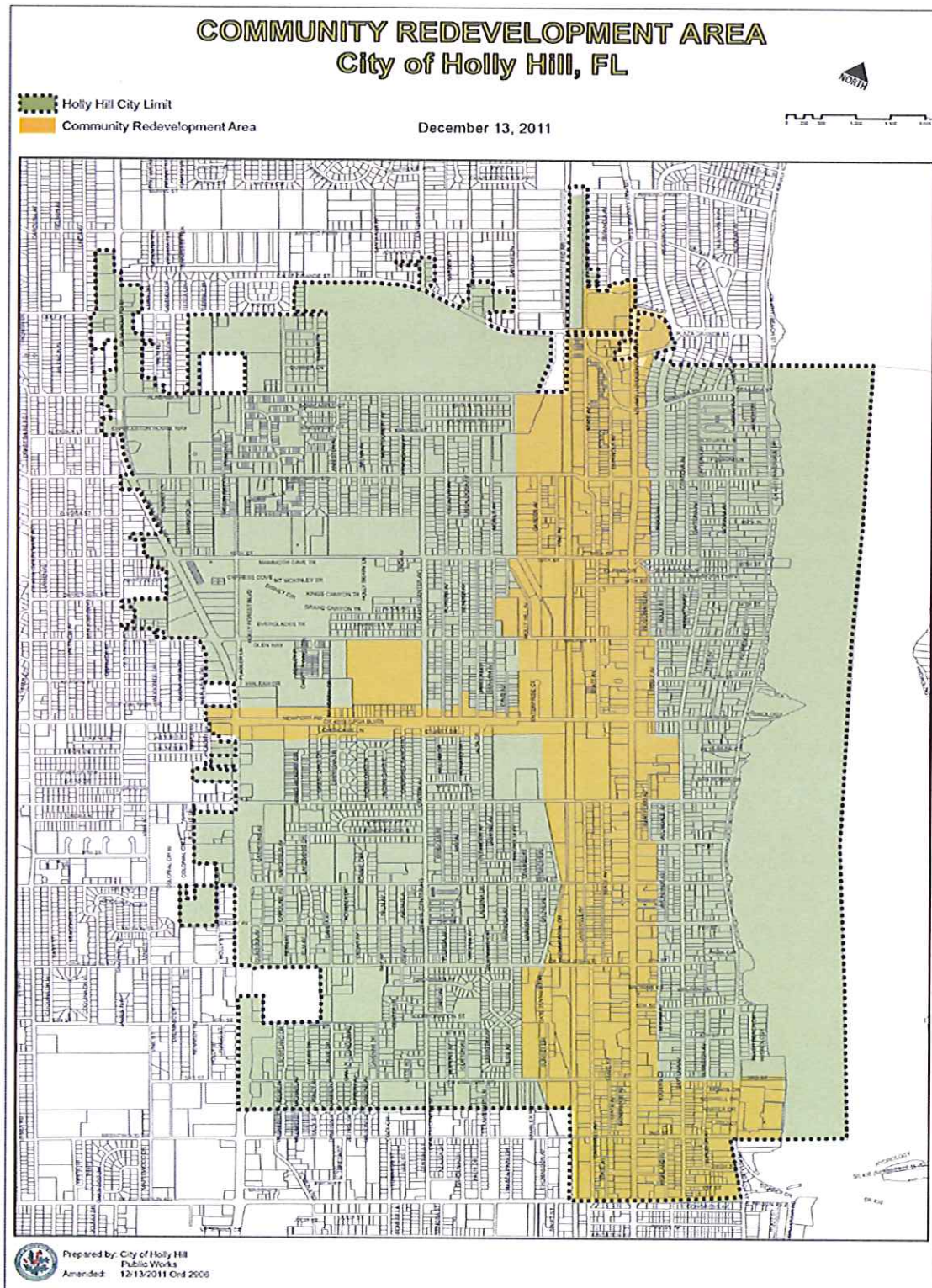


- 101 2nd Street, Suite 500
 - This property is owned by the City of Holly Hill and Suite 500 is leased by a restaurant tenant. The tenant was awarded a grant in the form of a lease incentive whereby the City would perform improvements to the building to allow for the relocation of the restaurant to the facility. At the close of Fiscal Year 2013, \$8,915.00 worth of improvements have been completed.
- 1050 North Beach Street
 - This property was awarded façade improvement, landscape improvement, and sign improvement grants. The total grant award is anticipated to be \$16,085.00, subject to final approval of actual costs incurred.
- 841 Ridgewood Avenue
 - This property was awarded façade improvement, landscape improvement, and sign improvement grants. At the close of the fiscal year, the project was in the final stages of completion. The total grant award is anticipated to be \$25,000.00, subject to final approval of actual costs incurred.
- 700 Ridgewood Avenue
 - This property was awarded sign improvement, landscape improvement, and paving grants. The total grant award is anticipated to be \$25,000.00, subject to final approval of actual costs incurred.

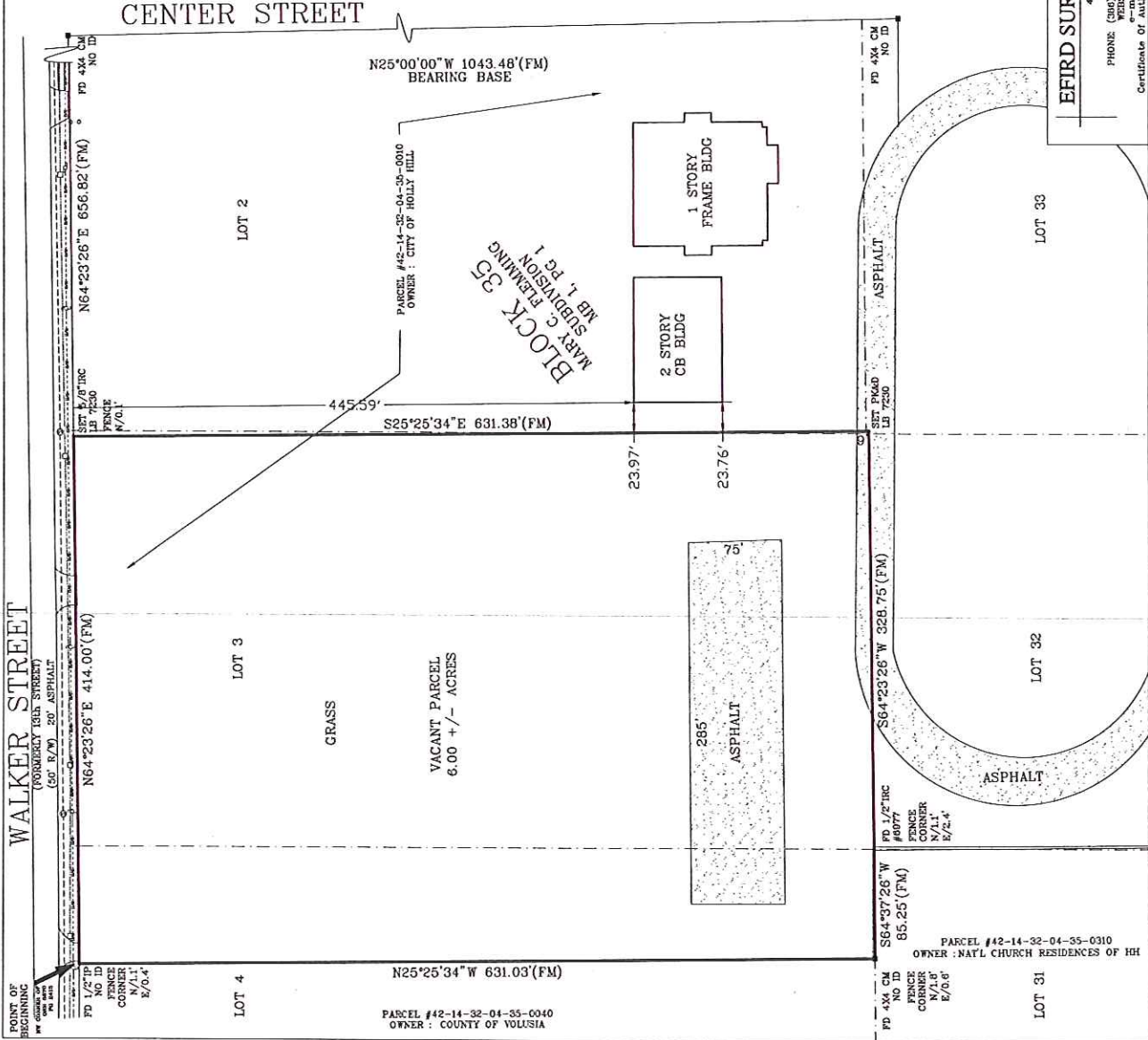
Studies / Reports

- LPGA Boulevard Three Lane Widening Study
 - Feasibility study performed to analyze a potential three lane redesign on LPGA Boulevard from Nova Road to Ridgewood Avenue.
 - Engineer: Lassiter Transportation Group,
 - The study is anticipated to be complete by the end of 2013.
- 1200 Center Avenue Feasibility Study
 - Feasibility study performed to analyze the potential development scenarios for this site. The development of this property is viewed as a catalyst project to support overall redevelopment to the district. The ultimate goal of the study was to determine the highest and best use of the property, benefiting both the CRA and the community.
 - The study was completed in June 2013 and recommended a mixed use development with a strong civic core potentially including residential, commercial, recreational, and open space components.
 - The study is anticipated to be considered for adoption as the Second Amendment to the CRA Master Plan in December 2013.

Exhibit A – Community Redevelopment Area Map



SECTION 42, TOWNSHIP 14 SOUTH, RANGE 32 EAST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA.

[illegible]

三

[illegible]

WOMEN

[illegible]

Boundary Survey

EFIRD SURVEYING GROUP, INC.

476 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX: (386) 740-4156
WEBSITE: www.firdsurveying.com
e-mail: larry@firdsurveying.com
Firm of Authorization: Licensed Business, Minnesota

e-mail: larry@birdsurveying.com
Certificate Of Authorization Licensed Business Number 7230

TAB 3

PURCHASE AND SALE AGREEMENT

REAL ESTATE PURCHASE AGREEMENT

This real estate purchase agreement (the "Agreement") is made and entered into this _____ day of November, 2016 by and between City of Holly Hill whose address is 1065 Ridgewood Ave., Holly Hill, FL (hereinafter referred to as "Seller") and WOB Beneficial Development 16, LLC, or assign, whose address is 3550 S. Tamiami Trail Suite 301 Sarasota, FL 34239, (hereinafter referred to as "Purchaser"). The Seller and Purchaser may hereinafter be referred to collectively as the "Parties". This Agreement shall be effective upon execution by both the Seller and the Purchaser (the "Effective Date").

RECITALS

WHEREAS, Seller is the owner 5.41 +/- acres of land located Volusia County, Florida as more particularly described on the attached Exhibit "A", hereinafter referred to as the "Real Estate", and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Real Estate on the terms and conditions hereinafter set forth.

AGREEMENT

Subject to the terms and conditions of this Agreement, and in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Seller and Purchaser agree as follows:

1. **REAL ESTATE, PROPERTY.** Subject to the terms and conditions set forth below, Seller shall sell and convey to Purchaser and Purchaser shall purchase from Seller the Real Estate, together with any and all easements, rights-of-way, privileges, benefits, contract rights, development rights, permits, licenses or approvals, improvements, or appurtenances arising from, pertaining to or associated with said real property (collectively, the "Property").

2. **PRICE AND PAYMENT.** The purchase price of the Real Estate shall be in the amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00) (the "Purchase Price").

a. The Purchaser shall pay an earnest money deposit of Fifteen Thousand Dollars (\$15,000) by cash or check within seven business days of the Effective Date of this Agreement (the "Deposit") to the Escrow Agent (defined below), which term shall hereafter include all additional sums paid by Purchaser as additional Deposits under this Agreement. The Deposit shall be held by the Escrow Agent in an interest bearing account, and shall be refundable for any reason or no reason during the Due Diligence Period (defined below). If Purchaser elects to proceed then on the expiration of the Due Diligence Period, Purchaser shall deposit an additional Twenty Five Thousand Dollars (\$25,000) with Escrow Agent. All deposits are applicable to the Purchase Price.

b. The Purchaser shall pay the balance of the Purchase Price in cash, less any Deposits, as adjusted by prorations and credits called for in this Agreement, by wire transfer of funds at the time of the Closing (define below) as provided in Paragraph 4.

The Deposits paid pursuant to this Agreement shall be deposited with Jacqueline S. Best, Esq. of Broad and Cassel as agent ("Escrow Agent") and released to the Seller or Purchaser as the case may be, as provided herein, which shall be applied to the Purchase Price at Closing. The Escrow Agent upon termination of Agreement in accordance with terms hereof shall not require Seller's or Purchaser's signature in order to release the escrowed funds. Purchaser shall be entitled to any interest earned on the escrowed funds. The Escrow Agent shall serve without compensation for its services, and shall exercise its duties in accordance with the terms of this Agreement and in good faith, but under no circumstances shall it be held liable to Seller or Purchaser except for acts constituting gross neglect of duty or dishonesty. Upon delivery of the escrowed funds in accordance with the terms of this Agreement, its duties as Escrow Agent shall terminate.

3. **TITLE CONVEYANCE AND SURVEY.** Seller shall convey title to the Real Estate by general warranty deed at Closing. Said deed shall convey marketable title in fee simple absolute, with release of dower, subject only to real estate taxes not then delinquent and easements and restrictions of record that do not unreasonably interfere with Purchaser's proposed development. As of the date hereof, Purchaser has not examined the title to the Real Estate. At least thirty (60) days prior to Closing, Purchaser shall obtain an ALTA Owner's Title Insurance Commitment (the "Commitment") and a UCC lien search, which will commit to insure title to the Real Estate in accordance with the previous sentence and shall furnish a copy to Seller. If such Commitment or the Survey (defined below) disclose any title defects or other matter which, in Purchaser's sole judgment, interferes with Purchaser's intended use of the Real Estate, or which renders the title unmarketable ("Title Defect(s)"), then, prior to Closing, Purchaser shall provide written notice of objection to such Title Defects to Seller. In such event, if Seller is unable to or does not elect to remedy any such Title Defects or other such matter of title at Seller's sole cost and expense on or prior to the Closing Date, then Purchaser at its election, may either acquire the Real Estate subject to the effect of the same, in which case such Title Defects shall be deemed "Permitted Exceptions", or Purchaser may terminate this Agreement without further liability to either Party, and the Deposit shall be returned by the Escrow Agent to Purchaser. Purchaser shall, at the Closing, pay for the cost of issuance of an ALTA Title Insurance Policy to Purchaser in the amount of the Purchase Price. Possession of the Real Estate shall be delivered to Purchaser at Closing. If there are any buildings or other structures on the Real Estate, upon request by Purchaser, Seller shall have such buildings and/or other structures removed from the Real Estate prior to Closing. During the term of this Agreement, Seller shall not convey any interest in the Real Estate without the prior written approval of Purchaser.

Within 10 days from the Effective Date of this Agreement, Seller shall, at its expense, provide a copy of an existing survey of the Real Estate to the Purchaser, prepared by a registered surveyor. Prior to Closing, the survey shall be updated by the Purchaser, or Purchaser shall be entitled to obtain a new survey, at the expense of Purchaser (the "Survey"). In the event that the Survey, in Purchaser's sole discretion, shows any encroachments or any other defects, then such defects shall be treated as a Title Defect and the provisions of this Paragraph 3 shall be applicable to any

such Survey defects. The legal description prepared from the Survey shall be used in the Seller's deed, provided that the description is approved as current, by all appropriate governmental authorities.

4. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes shall be prorated as of the date of the Closing, based upon the amount of the most recent available real estate tax bills. Seller shall be responsible for any real estate taxes that are recouped or recaptured as the result of Purchaser's proposed development of the Real Estate. Seller shall also be responsible for all assessments against the Real Estate (whether recorded or in the process of being certified) as of the date of the Closing including any deferred sewer or water tap-in fees. All delinquent real estate and personal property taxes and any amounts owing on the lien of any general or special assessments shall be paid by Seller at the time of Closing. If the amount of the real estate taxes prorated at the Closing differs from the amount of the actual real estate taxes for the tax period in question by more than ten percent (10%), the Parties will reprorate based on the actual tax bill and credit the appropriate party within thirty (30) days after receipt of such tax bill. Seller shall be responsible for all conveyance fees and other "taxes" associated with the conveyance of the Real Estate.

5. **CONTINGENCIES, DUE DILIGENCE, EXTENSIONS & CLOSING.** Purchaser intends to construct certain improvements on the Real Estate. By reason thereof, it is necessary for Purchaser to make certain determinations as to the suitability of the Real Estate for Purchaser's proposed development. Therefore, the consummation of this transaction is conditioned upon:

a. **Feasibility Study.** Purchaser shall determine whether there is adequate access to the Real Estate, whether utilities are existing or will be existing to serve the Real Estate, and whether soil and subsoil conditions, as well as other economic factors, will permit the efficient and economical construction of Purchaser's proposed improvements. Purchaser, in its sole discretion, shall determine the feasibility of the its intended use of the Real Estate, based upon but not limited to following: access to the Real Estate, availability of utilities adequate to serve the proposed improvements, soil and subsoil conditions, environmental conditions, water and drainage conditions, the existence of wetlands, and any other factors affecting the efficient and economic construction of the Purchaser's proposed improvements and intended use of the Real Estate.

b. **Development Plan Approval.** Purchaser shall have obtained, at its expense, from all appropriate governmental authorities and public utilities, all necessary zoning approvals, subdivision approvals and other site plan approvals for its proposed development.

c. **Utilities.** All utilities, including but not limited to, storm sewer, sanitary sewer, water, gas, electric and cable, will be available to the property line of the Real Estate. To Seller's knowledge, there is no fact or condition which would impair Purchaser's ability to tap-in and use said utilities for the development of the Real Estate. Purchaser shall have obtained, at its expense, any necessary utility easements from adjoining property owners on terms and conditions acceptable to Purchaser.

d. **Financing.** Purchaser shall have obtained financing, on terms and conditions acceptable to Purchaser, for the acquisition and development of the Real Estate.

e. **Due Diligence Period:** Purchaser shall have 10 Days after an award of Tax Credits ("Due Diligence Period") to satisfy or waive the conditions set forth in paragraphs 5(a) through 5(d) above. Purchaser in its sole discretion shall determine whether or not a contingency has been satisfied. Upon the failure of any of the above contingencies to be satisfied within such time period, Purchaser may elect either to waive such contingencies or to terminate this Agreement. Upon notice of such termination, any deposit made by Purchaser shall be returned by the Escrow Agent in full and the Parties shall have no further obligation hereunder. If Purchaser fails to deliver written notice to Seller that Purchaser is satisfied with or is waiving all of the contingencies set forth in this Paragraph 5 within the time frame set forth above, this Agreement shall automatically terminate, the Deposit made by Purchaser shall be returned by the Escrow Agent in full and the Parties shall have no further obligation hereunder. Seller shall cooperate with Purchaser in obtaining the approvals required pursuant to this Paragraph 5, such cooperation to include, but not be limited to, the execution by Seller of any and all documents needed by Purchaser to obtain permits and approvals. Seller hereby grants to Purchaser authority to apply for site plan approval, development plan approval, and clearing and building permits prior to the Closing, and Seller shall execute any and all documents as may be required by the appropriate governmental agency to evidence such authority. Purchaser shall have the right, at no cost to Purchaser, to extend the Due Diligence Period for one 30-day period by delivering written notice to Seller prior to the expiration of the Due Diligence Period. If Purchaser does not terminate the Agreement within the Due Diligence Period, Purchaser shall have waived all conditions except the FHFC Approval defined in 5.f below. Upon termination of this Agreement by Purchaser, Purchaser shall deliver and assign all rights to Seller for any and all third party work product.

f. **Florida Housing Approval:** It is understood that Purchaser is planning to apply for an allocation of low income housing tax credits (the "Tax Credits") and/or for tax-exempt bond financing (the "Bonds") with the Florida Housing Finance Corporation ("FHFC"). This Agreement is further contingent upon Purchaser receiving an allocation of such Tax Credits or Bonds from FHFC through its Request for Applications (the "Application Cycle"). To the extent Purchaser is not successful in receiving an award of funding in the Application Cycle, (the "FHFC Approval") Purchaser shall have the option, in its sole and absolute discretion, to terminate this Agreement. In the event Purchaser exercises such option prior to the Closing Date, this Agreement shall become null and void and of no further force and effect and the Deposit made by Purchaser shall be returned by the Escrow Agent in full. Purchaser shall in good faith timely commence and diligently prosecute and complete its application for an allocation of Tax Credits and/or its application for tax-exempt Bonds with FHFC.

g. **Extension Period:** Purchaser shall have the right to extend the Closing for the payment of Two Thousand Five Hundred Dollars (\$2,500.00) per 30 day "Extension Period" for Four (4) Extension Periods. The extension fee(s) shall be released to Seller by the Escrow Agent immediately upon notice from Purchaser to Seller to extend the contract. All extension fee(s) released to Seller through Escrow Agent shall be non-refundable, but applicable to the

Purchase Price, and shall be deemed to be liquidated damages in the event this transaction does not close and is earned as such by Seller.

h. **Closing :** "Closing" to occur upon site plan approval and all building permits issued to the proposed multifamily project, but no later than July 31st, 2018, (the "Closing Date") unless extended pursuant to subparagraph f above, or unless the Parties mutually agree to a new Closing Date in writing.

(1.) Seller shall execute and/or deliver to Purchaser at Closing the following:

(a) A General Warranty Deed executed by Seller conveying fee simple title of the Property to Purchaser, subject only to the Permitted Exceptions.

(b) A non-foreign certificate in compliance with Section 1445 of the Internal Review Code;

(c) An assignment or assignments of all of Seller's right, title and interest with regard to all development rights, permits, licenses, consents, approvals, benefits soil tests, development plans, engineering plans or specification, tests, reports, studies, appraisals, analysis, or transportation capacity reservations or certificates, and similar documents or information which Seller may have in its possession and pertaining exclusively to the Property (the "Development Rights"), thereto, in form and content satisfactory and to the appropriate governmental agency or entity having jurisdiction thereof.

(d) Closing Statement; and

(e) Such other customary documents as reasonably may be reasonably required to consummate the transaction contemplated by this Contract, or which may be required by the Title Company in order to issue the Title Policy as required by the Title Commitment.

(2.) Purchaser shall execute and/or deliver to Seller at Closing:

(a) Closing Statement;

(b) The Purchase Price, subject to credits and prorations as provided herein; and

(c) All documents required hereunder in order to consummate this Contract, and such other customary documents as reasonably may be required to consummate the transaction contemplated by this Agreement, or which may be required by the Title Company in order to issue the title policies in this Contract.

i. **Closing Expenses.** The cost of documentary stamps on the General Warranty Deed and of any corrective instruments or actions shall be paid by Seller on or before Closing. The cost of recording the Deed, the Survey, the title insurance premium and any title search charges or other charges pertaining to the Title Commitment and the owners' title

insurance policy shall be paid by the Purchaser on or before Closing. Each party shall bear and pay its own attorneys' fees and expenses.

6. **SITE INVESTIGATION AND CONDITION OF REAL ESTATE.** Seller hereby grants to Purchaser a temporary license to enter onto the Real Estate to conduct such engineering and soil testing as it deems appropriate. Purchaser shall conduct such site investigation in such a manner so as to minimize any damage to the Real Estate and, to the extent practicable, Purchaser shall promptly restore any damaged areas of the Real Estate to its condition prior to Purchaser's entry on the Real Estate. Purchaser agrees to indemnify Seller from and against any loss or damage incurred or suffered by Seller relating to any activities of Purchaser, its employees or independent contractors, on or about the Real Estate prior to the date of Closing hereunder. Prior to the Closing, Seller shall not make any material alterations to the Real Estate without the prior written consent of Purchaser.

Within thirty (30) days after the date of this Agreement, Seller shall deliver to Purchaser copies of all engineering reports, environmental (plant and animal) reports or environmental site assessments, topographical maps, soil tests, feasibility studies, easement agreements, subdivision approvals, title insurance policies and surveys in Seller's possession pertaining to the Real Estate.

Seller represents and warrants to Purchaser that as of the Closing, the Real Estate shall be free from any and all city, county, state and federal orders affecting the Real Estate. Seller further represents and warrants to Purchaser that Seller has not received notice of any violation of any applicable federal, state or local statute, law, ordinance, order, rule or regulation or of any covenant, condition, restriction or easement affecting the Real Estate. Seller further represents and warrants to Purchaser that, to the best of Seller's knowledge, the Real Estate is free from any and all hazardous substances and wastes, asbestos, underground storage tanks, PCB's and wet lands. Within sixty (60) days following confirmation of financing, Purchaser, at its expense, may perform an environmental audit and wet lands assessment on the Real Estate. In the event such audit discloses the presence of hazardous substances, wastes, asbestos, underground storage tanks or PCB's, then, unless Seller agrees, within ten (10) days after Seller's receipt of notice of the results of such audit, to remove and clean up any such hazardous substances, wastes, asbestos or underground storage tanks and to pay the costs of such removal and clean up prior to the Closing date, Purchaser, at its election, may either acquire the Real Estate without requiring the removal of such hazardous substances, wastes, asbestos, underground storage tanks or PCB's, or may terminate this Agreement by written notice thereof to Seller, in which case any Deposit made by Purchaser shall be returned by the Escrow Agent in full and neither party shall be under any further obligation hereunder.

7. **ADDITIONAL OBLIGATIONS OF SELLER.** Not Applicable:

8. **COOPERATION AGREEMENT.** Purchaser may need a variety of exclusive and non-exclusive public and private, permanent and temporary utility, drainage, right of way, grading, access, ingress/egress and roadway easement(s) to facilitate its re-development of subject property. Seller hereby agrees to fully cooperate with Purchaser in granting and signing said easements, as needed, and/or assisting Purchaser in obtaining same from required third

Parties. The cost of design, designation, and recording of those easements shall be borne by Purchaser.

9. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents, warrants, and covenants to Purchaser as to the following matters, and shall be deemed to remake all of the following representations, warranties, and covenants as of the date of Closing.

a. **No Consents Necessary.** Seller has the legal right, power, capacity and authority to enter into and perform its obligations under this Agreement, and no approval or consent of any other person or entity is necessary to authorize the execution of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby. The execution and delivery of this Agreement and every other document delivered pursuant to this Agreement by Seller, and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller.

b. **No Violations.** Seller has not received any written notice (i) of any violations by Seller or the Real Estate or any part thereof, of any law, rule, regulation, order or ordinance or (ii) from any insurance company of the existence of any material and adverse condition which requires work to be done to cure such condition with respect to the Real Estate, and Seller has no knowledge that any such notices are forthcoming or that any such conditions or violations exist.

c. **No Pending Proceedings.** The Seller represents that there is no pending or threatened, condemnation action, litigation, arbitration, administrative action or examination, claim, demand, attachment, execution or similar proceeding whatsoever, relating to the Real Estate or Seller which would adversely affect the Real Estate. Seller shall immediately notify Purchaser of any such claim or proceeding which is made, filed, threatened or instituted by or against Seller or the Real Estate after the date of this Agreement.

d. **No Third Party Rights.** The Seller represents that no tenant or other third party has any agreement, option, or other right of first refusal, to purchase the Real Estate or any part thereof nor does any party have any occupancy rights with respect to the Real Estate.

e. **Zoning.** Seller represents that the current zoning of the Real Estate is:

_____.

f. **Access.** Seller has no knowledge of any fact or condition which would result in the termination or impairment of access to the Real Estate from adjoining public or private streets or ways or which could result in discontinuation of necessary sewer, water, electric, gas, telephone, or other utilities or services. To Seller's knowledge, all sewage, sanitation, plumbing, water retention, refuse disposal, and similar facilities servicing the Real Estate are in full compliance with governmental authorities' laws, rules and regulations.

g. **Utilities.** All utilities, except sanitary sewer, but including water, gas, electric and cable, are available to the Real Estate. To Seller's knowledge, there is no fact or

condition which would impair Purchaser's ability to tap-in and use said utilities for the development of the Real Estate.

h. **Assessments.** There are no public improvements which have been ordered to be made and/or which have not heretofore been assessed, and there are no special, general, or other assessments pending, or to Seller's knowledge, threatened against or affecting the Real Estate.

i. **Third Parties.** Seller has not entered into, nor is aware of, any contract, lease, lien, encumbrance, agreement or right of possession, which cannot be canceled/terminated by Purchaser within a 30-day notice or less. Nor does any Third Party have any right(s) of occupancy, unrecorded or prescriptive easement(s) or usage with respect to the subject property, at law or in equity.

j. **Survival of Warranties.** Each of the foregoing representations and warranties shall survive the Closing and any independent investigation by Purchaser.

10. **EMINENT DOMAIN.** If, prior to the Closing, any proceeding shall be threatened, commenced or consummated for the taking of any part of the Real Estate for public or quasi-public use pursuant to the power of eminent domain, then Seller shall forthwith give notice thereof (the "Condemnation Notice") to Purchaser. The Condemnation Notice shall, if possible, be accompanied by a sketch of the portion of the Real Estate which will be affected by such taking, and a metes and bounds description delineating the area to be affected. If any such taking, contemplated taking or threatened taking, shall occur or be commenced, then Purchaser shall have the option to terminate this Agreement upon written notice to Seller given not later than ten (10) days after receipt of the Condemnation Notice or go forward and take an assignment of Seller's condemnation award. In the event Purchaser elects to terminate this Agreement, any deposit made by Purchaser shall be returned by the Escrow Agent in full, and neither party shall be under any further obligation hereunder.

11. DEFAULT.

a. **BY PURCHASER.** IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO A DEFAULT OR BREACH BY PURCHASER OF ANY MATERIAL OBLIGATION HEREUNDER, SELLER SHALL BE ENTITLED TO RECEIVE AND RETAIN THE DEPOSIT AS WELL AS ADDITIONAL FEES PAID TO SELLER AS FULL AND COMPLETE LIQUIDATED DAMAGES AND NEITHER PARTY SHALL BE UNDER ANY FURTHER OBLIGATION HEREUNDER. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DAMAGES TO SELLER IN THE EVENT OF PURCHASER'S DEFAULT OR BREACH WOULD BE IMPOSSIBLE TO ACCURATELY DETERMINE, THAT PROOF OF THE AMOUNT OF SUCH DAMAGES WOULD BE COSTLY AND INCONVENIENT AND THAT SAID SUM IS FAIR AND REASONABLE IN LIGHT OF ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE PARTIES' ESTIMATION OF THE POSSIBLE RANGE OF DAMAGES TO SELLER IN THE EVENT OF SUCH A DEFAULT OR BREACH BY PURCHASER. SUCH LIQUIDATED

DAMAGES SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR PURCHASER'S DEFAULT OR BREACH. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. SELLER AND PURCHASER EACH CONFIRM THEIR AGREEMENT TO THE FOREGOING BY INITIALING IN THE SPACE PROVIDED BELOW.

b. BY SELLER. IN THE EVENT THE SELLER SHALL DEFAULT IN THE CONSUMMATION OF THIS AGREEMENT, THE SELLER AGREES THAT THE PURCHASER SHALL HAVE ALL REMEDIES AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, SPECIFIC PERFORMANCE.

Seller's Initials _____

Purchaser's Initials KB

12. ASSIGNMENT. This Agreement may be assigned by Purchaser without the consent of Seller, provided that in the event of an assignment of this Agreement by Purchaser, Purchaser shall not be released from any of its obligations under this Agreement.

13. NOTICES. Any notices to be given hereunder shall be given by placing the notice in the United States Mail, certified or registered, properly stamped and addressed to the address shown below or such other addresses as the respective party may direct in writing to the other, by personal delivery to such address, or by facsimile transmission (with receipt of transmission) and such notice shall be deemed effective upon such placing in the mails, on the next business day following delivery to a nationally recognized overnight delivery service, upon such personal delivery, or on the date sent via facsimile (with receipt of transmission):

To Seller:

Name:	City of Holly Hill
Address:	1065 Ridgewood Ave
City\State:	Holly Hill, Florida
Attn:	Joe Forte
Phone:	
Fax:	
Email:	

To Buyer:

Name:	WOB Beneficial Development 16, LLC
Address:	3550 S. Tamiami Trail Suite 301
City\State:	Sarasota, FL
Attn:	Don Paxton
Phone:	941.929.1270
Fax:	941.929.1271
Email:	dpaxton@beneficialcom.com

With copy to:

Name:	Broad and Cassel
Address:	390 N. Orange Avenue Suite 1400
City\State:	Orlando, FL 32801
Attn:	Jacqueline S. Best

Phone: 407.839.4252
Fax: 407.650.0966
Email: jbest@broadandcassel.com

14. **INVALID PROVISIONS.** In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

~~15. **BROKER.** The Parties do mutually represent to each other that no brokerage commission shall be due upon the execution of this Agreement or the transfer of all or any portion of the Real Estate other than a ____% broker's commission to be paid by Seller to _____ at the Closing. The Parties agree to hold each other harmless and indemnify each other as a result of a claim for a real estate commission asserted by any other broker as a result of any dealings with either party hereto.~~

16. **FORCE MAJEURE.** Neither party shall be liable for nonperformance or delay in performance due to any act of God; regulation or law of any government; riot; civil commotion; destruction of the subject Real Estate by fire, earthquake or storm; strike; labor disturbances; or the failure of any public utilities or common carriers.

17. **MISCELLANEOUS PROVISIONS.**

a. **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

b. **Amendments and Termination.** Except as otherwise provided herein, this Contract may be amended or modified by, and only by, a written instrument executed by Seller and Purchaser, acting by their respective duly authorized agents or representatives.

c. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

d. **Section Headings.** The section headings inserted in this Contract are for convenience only and are intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Contract, nor the meaning of any provision hereof.

e. **Counterparts.** This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

f. **Entire Understanding; Merger of Prior Agreements.** The foregoing Agreement contains the entire understanding between Seller and Purchaser relative to the subject matter hereof and no oral representations heretofore made by either party to the other shall be

binding upon either of them. This Contract supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

g. **Time.** Time is of the essence of this Contract. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall be automatically extended to 5:00 P.M. on the next ensuing business day.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year below indicated.

SELLER:
City of Holly Hill

By: _____
Print name: _____
Its: _____

Date:

PURCHASER:

WOB Beneficial Development 16, LLC

By: 
Print name: Ken Bowron Jr.
Its: Authorized Agent

Date: 11/4/16

ESCROW ACKNOWLEDGMENT

The undersigned acknowledges receipt of the _____
(\$ _____) earnest money deposit this ____ day of _____, 20__ and
agrees to hold such funds in accordance with the terms of this Agreement.

ESCROW AGENT:

By: _____

Exhibit "A"**Property Description**

Parcel ID #

42-14-32-04-35-0010



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

**City Commission
Resolution**

MEETING DATE: November 15, 2016
FROM: Joseph Forte
SUBJECT: Resolution 2016-R-73 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Incentives Agreement with Fountainhead, LLC. for the Development of 9.42 Acres Located at 1200 Center Avenue, Holly Hill.
NUMBER: (ID # 1497)
APPLICANT:
PLANNER:

DISCUSSION:

The City has been in negotiations with Jayson Meyer / Fountainhead, LLC. To purchase and develop 9.42 acres of the property located at 1200 Center Avenue in Holly Hill. Mr. Meyer is proposing to develop the property in phases to bring the headquarters of Synergy Billing to Holly Hill and relocate initially 100 employees with intent to increase staffing to 400 by the year 2020. Other phases of the development will include a workforce housing component, a cafe, daycare, clinic, learning center and fitness center. The details of the development will be presented to the BOPA in the form of an MPUD. The MPUD must be approved by the City Commission as a contingency to the sale of the land and the incentives can only be applied if the land is purchased by Fountainhead, LLC.

FISCAL ANALYSIS:

See attached Incentive Agreement.

STAFF RECOMMENDATION:

Staff recommends the City Commission support the Incentives Agreement and authorize the City Manager to execute the Agreement.

COMMISSION GOAL:

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE RESOLUTION 2016-R-73, AND THE ATTACHED INCENTIVES AGREEMENT AS PRESENTED AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- Fountainhead Incentives Agreement 11-15-2016 (PDF)
- Fountainhead -Exhibit A - Description of Property and Impact Fee Chart (PDF)
- Fountainhead - Exhibit B - Job Growth Incentives Chart (PDF)
- Fountainhead - Exhibit D - Workforce housing Parcel (PDF)
- Fountainhead - Exhibit E - Options Parcels (PDF)
- Vacant Land Contract - Fountainhead, LLC - 1200 Center Avenue (PDF)

Resolution No. (ID # 1497)**RESOLUTION 2016-R-73 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCENTIVES AGREEMENT WITH FOUNTAINHEAD, LLC. FOR THE DEVELOPMENT OF 9.42 ACRES LOCATED AT 1200 CENTER AVENUE, HOLLY HILL.****RESOLUTION 2016-R-73**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCENTIVES AGREEMENT WITH FOUNTAINHEAD, LLC., FOR THE DEVELOPMENT OF 9.42 ACRES LOCATED AT 1200 CENTER AVENUE, HOLLY HILL, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill and the Holy Hill Community Redevelopment Agency purchased the property located at 1200 Center Avenue in January, 2012 for \$1,500,000.00, approximately \$60,000.00 per acre, and in accordance with the laws of the State of Florida, the CRA advertised the sale of 1200 Center Ave on Sunday, July 12, 2015; and

WHEREAS, the City Commission had directed the City Manager to negotiate an Incentives Agreement with Fountainhead, LLC. to develop the property utilize the incentives to provide for a superior development; and

WHEREAS, the City Commission believes it is in the best interest of the City to sell the Subject Property through negotiated sale and offer these incentives to Jayson Meyer for the purpose of relocating the Synergy Billing headquarters and bring 400 jobs to the City of Holly Hill by the year 2020.

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

SECTION 1. The City Commission hereby approves the Incentives Agreement attached for the purpose of developing the property located at 1200 Center Avenue, Holly Hill, Florida 32117 and authorizes the City Manager to execute the agreement.

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

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 15th day of NOVEMBER, 2016.

REDEVELOPMENT INCENTIVE AGREEMENT

THIS AGREEMENT is entered into by and between the **City of Holly Hill**, a Florida municipal corporation formed and existing under the laws of Florida (City), the **City of Holly Hill Community Redevelopment Agency** (Agency), created pursuant to Florida Statute Chapter 163, and **Fountainhead Developers, LLC**, its successors or assigns (Developer), a Florida limited liability company.

W I T N E S S E T H

WHEREAS, the City purchased approximately 25 acres of real property, together with all associated development entitlements and impact fee credits or exemptions (as detailed on attached Exhibit A), located at 1200 Center Street (Property). The Property was the location of the former Holly Hill Middle School and before the City's acquisition, most of the structures had been demolished. The City has marketed the Property for redevelopment purposes with minimal redevelopment interest.

WHEREAS, Developer has contracted to purchase a portion of the Property for the purpose of redevelopment for the relocation of Synergy Billing, LLC headquarters and the transfer of existing jobs and the creation of new jobs in the near future.

WHEREAS, Developer intends to redevelop the remainder of the Property.

WHEREAS, the Property is located within the City of Holly Hill Community Redevelopment Area (CRA), which is controlled by the City of Holly Hill Community Redevelopment Agency (Agency) and the City.

WHEREAS, in June 2013 the Agency and City adopted the 1200 Center Avenue Feasibility Study (Plan) for the redevelopment of the Property.

WHEREAS, the Developer is proposing redevelopment of the Property which is consistent with and in furtherance of the Plan, which will increase the ad valorem tax base generated by the Property and provide new, high paying jobs in the City as further detailed on attached Exhibit B.

WHEREAS, the Agency and the Developer have negotiated this Redevelopment Incentive Agreement (Agreement) to provide separate, distinct incentives for the redevelopment of the Property. The incentives are payments for the transfer/creation of jobs resulting in new employees working for employers with businesses located on the Property; reimbursement of certain redevelopment capital expenses and the reinvestment of certain sale proceeds of the Property back into the redevelopment of the Property. This Agreement also grants the Developer an option to purchase any remainder of the Property not initially purchased by the Developer in connection with its initial phase of development.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the undersigned parties hereby agree to the following:

1) To induce and assist the Developer in redeveloping the Property, thereby increasing the ad valorem tax base generated by the Property, and encourage the creation of new businesses operating on the Property with full-time, highly paid employees (as further detailed in Exhibit B) the City and Agency hereby agree to provide the following incentives and option to purchase the remaining portions of the Property subject to the terms and conditions hereinafter set forth.

PART ONE
NEW EMPLOYEE INCENTIVE

2) The City will transfer to the CRA, to be accounted for separately, the first \$60,000 per acre from the sale of the Property to the Developer or to a third party until the purchase option provided herein expires. These funds shall be used to pay incentives for new employees that meet the qualifying criteria provided in paragraph 3, below ("Qualifying Employee") employed by a business operating on the Property. Neither the City nor the Agency shall be required to provide any other funding for this incentive other than as identified herein.

3) A Qualifying Employee shall meet all of the following criteria:

(a) The Qualifying Employee must be a full-time employee as defined by the Affordable Care Act or other applicable Federal employment law.

(b) The Qualifying Employee must be employed for 52 consecutive weeks (the "Qualifying Employment Period") except as provided below.

(c) The Qualifying Employee must work full-time and their position shall be at a business operating on the Property ("Qualifying Employer"). Positions with a Qualifying Employer with operations at additional locations not operating on the Property shall not qualify. A Qualifying Employee will be able to travel for business away from the Property. However an employee who primarily works from home or at places or locations other than the business located on the Property, including telecommuting jobs, does not qualify.

(d) Jobs filled by independent contractors are not eligible for an incentive payment.

4) In recognition of the Developer's role in fostering the overall redevelopment of the Property, payments for all Qualifying Employees working for any Qualifying Business that is not related to the Developer but that otherwise meets the eligibility criteria shall be paid to the Developer

5) The City and Developer agree that the timing of the New Employee Incentive may be adjusted to a different, mutually agreeable time in order to qualify for the local contribution requirement for Qualified Targeted Industry Tax Refunds.

6) The Developer, City and Agency shall follow the procedure outlined below to determine the number of Qualifying Employees for payment of the New Employee Incentive. In order to maximize the potential New Employee Incentives that may be received by the Developer, the Developer shall be responsible for ensuring that the reporting procedures outlined below also bind any Qualifying Employer who takes title to or otherwise occupies the Property by claim of right through the Developer:

(a) The City and Agency will evaluate the number of new employees working in full-time positions on the Property on a quarterly basis (Jan. 1, April 1, July 1 and Oct. 1). After review of the employment information provided (as further described herein) the City will determine the net increase in Qualifying Employees employed by Qualifying Employers over the highest number of Qualifying Employees working for a Qualifying Employer on the Property from any previous quarterly review. The increase in Qualifying Employees for the current quarterly period over the highest number of qualified employees in any previous quarter shall be eligible for payment of the New Employee Incentive, assuming all other eligibility criteria outlined in this Agreement are met.

(b) The Developer or other Qualifying Employer must submit, on a quarterly basis, a list of all potential Qualifying Employees working for Qualified Employers located on the Property along with the information listed in Exhibit A for the City and Agency to make the determination of eligibility for the New Employee Incentive. A unique identification code shall be used for each potential Qualifying Employee to safeguard any personal information. If the required information is not submitted, the potential Qualifying Employee shall not be eligible for purposes of calculating the New Employee Incentive. There shall be no refunds of the New Employee Incentive if a Qualifying Employee's position is terminated, for any reason, once the City and Agency have made a determination that the Qualifying Employee met the requirements for the New Employee Incentive. In addition to the safeguards provided above, the parties acknowledge that the business or employee information disclosed to the City or Agency under the requirements of this Agreement may contain sensitive business and personal information, but that the City and Agency are subject to the Public Records Act. The Developer shall mark all information that it believes to be confidential as "CONFIDENTIAL". Unmarked information shall be subject to public release without review. Prior to public disclosure of any information marked as "CONFIDENTIAL" the City will review said information to determine if any legally permissible exception to the Public Records Act exists. The City will withhold public disclosure if there is a clear exception to the Public Records Act or similar law requiring public disclosure. The City's decision to publicly disclose such information shall not subject the City or Agency to any liability for damages.

(c) A Qualifying Employee will qualify for the New Employee Incentive even if the employee is on extended leave under the Family Medical Leave Act or other Federally approved, compensated extended leave offered by Qualifying Employer as long as documentation establishes that person meets the criteria of Qualifying Employee.

(d) The amount of the New Employee Incentive due for each Qualifying Employee is set forth in attached Exhibit B. The minimum wage set by Florida law at the time of each quarterly review shall be used for the determination of New Employee Incentive. Incentives shall be determined on the base hourly rate as adjusted for sales commissions when appropriate. Sales commissions paid for the 12 month period shall be divided by 2080 to determine a hourly rate which shall be added to the base hourly rate to determine eligibility for incentives. The rate of compensation to determine the New Employee Incentive shall be the average compensation paid to a Qualifying Employee over the final quarter of their Qualifying Employment Period. The value of any employment benefits will not be taken into consideration, however sales commissions for any commission based positions shall be included in the calculation of gross pay. To qualify for the New Employee Incentive for residents of the City, the Qualifying Employee must be a resident for the entire Qualifying Employment Period. Proof of residency must be provided in the form of a valid Florida driver's license, identification card or voter registration card showing that the Qualifying Employee is a resident of the City and such other documentation to establish how long he or she lived in Holly Hill. A Qualifying Employee who lives within the City limits at the expiration of the Qualifying Employment Period, but has not resided within the City limits for the entire Qualifying Employment Period, shall be eligible for the nonresident New Employee Incentive payment. However, if the Qualifying Employee remains employed and continues to reside within the City limits for 52 consecutive weeks, the differential between the resident and nonresident New Employee Incentive will be paid at the quarterly review after which the Qualifying Employee meets the residency requirement. The differential payment shall be based on the compensation that was used to determine the initial New Employee Incentive for that Qualifying Employee and shall not be adjusted to account for changes in compensation that may have occurred since the initial nonresident New Employee Incentive payment was made.

e) To qualify for the New Employee Incentive a Qualifying Employee must meet the requirements provided in this Section 6 for the review quarter ending July 1, 2026. Any money in the New Employee Incentive fund after July 1, 2026 shall be free and clear of any restrictions or limitations of this Agreement and may be utilized by the City and Agency for any lawful purpose.

f) All time an employee worked for business that relocates to or opens a new facility on the Property as long as the employee relocates with the business shall be counted for determining eligibility for the New Employee Incentive."

7) If the City or Agency is denied access to the employment records or if the information required in Exhibit A is not provided, a potentially Qualifying Employee will not be considered eligible for the New Employee Incentive.

8) Notwithstanding the forgoing provisions of this Part One, \$60,000 per acre of the first 10 acres acquired by the Developer shall also be available to the Developer from the Agency to fund the costs associated with installation of perimeter landscaping, hardscaping, enhanced entry features and related improvements (the "Initial Redevelopment Improvements") associated with the redevelopment of the Property. Any amount of the fund established in Part One for New Employee Incentives used for the costs associated with the Initial Redevelopment Improvements shall reduce the overall amount available for the New Employee Incentive on a dollar for dollar basis. Reimbursement of the Initial Redevelopment Improvements shall be on an as-incurred basis and payments shall be made by the City and Agency in accordance with the timelines for payment under Parts Two and Three provided in paragraph 20, below. Initial Redevelopment Improvements may be funded from the New Employee Incentive fund so long as it is an Eligible Redevelopment Cost as defined in Part Two. Notwithstanding any other provision in this Agreement to the contrary, reimbursement of Initial Redevelopment Improvements from the New Employee Incentive fund shall only be paid by the City and Agency upon issuance of the Certificate of Occupancy for all of Phase 1, which is the development of Parcel II.

PART TWO

Redevelopment Capital Expense Reimbursement

9) The unencumbered tax increment revenue received from all ad valorem taxes paid for the Property only shall be accounted for separately by the Agency. The City and Agency have pledge the tax increment revenues for repayment of the following obligations: 1) Promissory Note payable to SunTrust Bank known as the Community Redevelopment Agency Redevelopment Revenue Refunding Note, Series 2012, dated April 25, 2012 and (2) Promissory Note Payable to BB&T known as the Community Redevelopment Agency Redevelopment Revenue Note, Series 2013, dated April 24, 2013. Revenue covenants in those obligations allows the City and Agency to use tax increment revenue for other purposes as long as said revenue exceeds the annual repayment obligations by a certain percentage. "Unencumbered tax increment revenue" means to the extent there is tax increment revenue generated by the Agency as a whole in excess of these revenue covenants. In addition to the tax increment revenue paid to the Agency for this Property and the net sale proceeds of the Property as discussed herein, the City and Agency agree that additional revenues received by the City or Agency specifically for the redevelopment of the Property, including the proceeds of any sale of impact fee credits or exemptions associated with the Property to third parties as detailed in Paragraph 16(g)(vii), shall be available for Redevelopment Capital Expense Reimbursements as provided herein. Neither the City nor the Agency shall be required to budget alternative funding for

the redevelopment of this Property except as identified herein.

10) A Redevelopment Capital Expense Reimbursement is an expenditure paid for by the Developer for the redevelopment of the Property (the “Eligible Redevelopment Costs”) including, but not limited to:

a) Permitting costs, including all permitting fees paid to third party regulatory agencies, impact fees and professional services fees incurred by the Developer for services rendered by consultants, including but not limited to engineers, surveyors, and attorneys, to obtain permits and approvals for the redevelopment on the Property. The City and Agency agree that all City fees associated with the redevelopment of the Property shall be waived to the extent the City can legally waive said fees, such as permit fees and inspections fees. Fees that cannot be legally waived, such as impact fees, shall be considered an Eligible Redevelopment Costs to the extent such fees are paid by the Developer.

b) Site prep work including, but not limited to land clearing, hauling, import of fill material or disposal costs.

c) Underground utility infrastructure work, including water, sewer, stormwater, cable, telephone, internet and electric (above ground utilities are not eligible for reimbursement unless the utility improvement must be above ground as a result of the requirements of the utility provider such as fire hydrants, backflow preventers or control valves).

d) Construction of stormwater drainage ponds and related stormwater infrastructure, including mitigation costs, if any.

e) Construction of parking facilities, turn lanes or other traffic related improvements.

f) Landscaping, signage, hardscape, decorative pavers, walkways and accent lighting.

g) Exterior renovation to the existing structures on the Property (interior renovations are not eligible for reimbursement).

h) Construction of the exterior shell of any new structures. The exterior shell of a structure shall include the foundation, exterior walls and roof, including all structural elements or supporting structures, electric, water, fire suppression and sewer service. Interior build-out, including electric, water and sewer distribution and interior finishings, shall not be eligible for reimbursement.

Only expenses for capital improvements to the Property shall be eligible for reimbursement. Construction management fees or similar charges paid to the Developer, owners of the Developer and any other entity which the Developer or

owners of the Developer own or have a controlling interest in shall not be reimbursed. The Developer shall submit the information outlined in Exhibit C to establish to the reasonable satisfaction of the City and Agency that the work to be reimbursed has been performed and paid for by the Developer. Capital improvements must be inspected and approved by the City Building Official before Eligible Redevelopment Costs shall be reimbursed, however this provision shall not be interpreted to require the issuance of a certificate of occupancy prior to capital costs being approved as Eligible Redevelopment Costs.

11) Tax increment revenue available for payment of Redevelopment Capital Expense Reimbursement shall be only those tax increment revenues received by the Agency on or before July 1, 2026. Tax increment revenues received from this Property by the Agency after that date may be used by the Agency for any appropriate redevelopment purposes within the CRA. Any tax increment revenue that is received by the City and Agency prior to July 1, 2026 is eligible to pay for reimbursements. Any such funds not utilized to pay a reimbursement request received by the City and Agency before July 1, 2026 shall be free and clear of any restrictions or limitations of this Agreement and may be utilized by the City and Agency for any lawful purpose.

12) Reimbursable expenses shall be limited to expenses actually paid by the Developer. Improvements paid for by a 3rd party shall not be eligible for reimbursement. Notwithstanding the foregoing, tax increment revenues generated from increased ad valorem taxes collected as a result of all redevelopment activity shall be available to reimburse the Developer for qualified Redevelopment Capital Expense Reimbursement, even if portions of the redevelopment are carried out by other parties.

PART THREE **REINVESTMENT OF NET SALE PROCEEDS** **OF RESIDENTIAL PORTION OF PROPERTY**

13) A portion of the Property is proposed for multi-family residential development as identified in attached Exhibit D (the "Workforce Housing Parcel"). The City, Agency and Developer agree that the sale of the Workforce Housing Parcel shall be consummated directly between the City and a third-party purchaser. It is anticipated that extended time will be required for closing on the Workforce Housing Parcel to allow the third-party purchaser sufficient time to submit one or more application(s) for tax credit financing during the Florida Housing Finance Corporation's (the "FHFC") annual funding cycles. The City and Agency agree to cooperate with the purchaser of the Workforce Housing Parcel in order to ensure the Workforce Housing Parcel meets all requirements of applicable state tax credit financing programs until such time as FHFC funding is approved for the Workforce Housing Parcel. Any extensions or modifications of the contract between the City and third party developer of the Workforce Housing Parcel must be approved by the Developer as the Developer may opt to purchase the Workforce Housing Parcel for a non-residential use as discussed in Paragraph 17. The Developer hereby agrees not to seek any

residential use, whether single-family or multi-family, on the remainder of the Property, including but not limited to work force housing, FHFC financing or any similar subsidized housing. In the event the Developer seeks approval of a residential use on the Property other than that portion of the Property other than the Workforce Housing Parcel, in addition to any other legal remedy available to the City or Agency to enforce this prohibition, the Developer agrees that this Agreement may be terminated immediately by the City or Agency and upon termination all unpaid incentives and remaining purchase options shall be null and void.

14) The Agency will separately account for the net sale proceeds from the sale of the Workforce Housing Parcel and the Agency hereby agrees to budget and appropriate those proceeds to reimburse the Developer for Eligible Redevelopment Costs. "Net sale proceeds" shall mean the gross sales price less standard closing expenses paid by a seller and less \$60,000 per acre which will be accounted for separately to be utilized for New Employee Incentive discussed in Part One above. In the event any payment is made from the New Employee Incentive funds as provided in Paragraph 8 above to reimbursed Initial Redevelopment Improvements, the amount of any such payment(s) shall be deducted from the total funds available for the New Employee Incentive fund.

15) The Net Sale Proceeds from the Workforce Housing Parcel shall be used to reimburse the Developer for payments of any Eligible Redevelopment Costs as outlined in Part Two.

PART FOUR **PURCHASE OPTION**

16) The City and Agency hereby grant to the Developer an option to purchase the Property not already purchased by the Developer, as identified on attached Exhibit E, pursuant to the following terms and conditions;

a) The option provided to the Developer shall apply to the Property not already owned by the Developer and the Workforce Housing Parcel in the event the Workforce Housing Parcel is not acquired by a third-party purchaser as provided in Part Three. The option shall permit the Developer to purchase all outparcels identified on Exhibit E, including the parcel identified as the "Wellfield Parcel" in the event the Wellfield Parcel is abandoned by the City. Developer can purchase one or more outparcels at a time. The option price shall be \$60,000 per acre and the sale proceeds shall be used as additional revenues for the New Employee Incentive. The contract for the sale and purchase for each option exercised shall be the contract attached hereto marked as Exhibit F. The Initial Option shall be exercised no later than three (3) years after the Developer closes on the first portion of the Property (the "Initial Option"). If the Developer fails to exercise the Initial Option by the above date, the Initial Option may lapse and the Developer shall have no further binding option to purchase any outparcel. If the Developer exercises the Initial Option within the required time frame and purchases an additional portion of the Property, one (1)

year shall be added to the Initial Option. Developer shall have the remainder of the initial option period, plus the additional one (1) year, to exercise the next option to close (the "Rolling Option"). Each purchase by the developer under the Rolling Option shall add one (1) year to the Rolling Option duration regardless of the number of outparcels acquired Developer in a single closing. The Rolling Option will continue until such time as all outparcels have been acquired. The Rolling Option shall terminate and all options shall lapse on July 1, 2026. A failure by Developer to acquire an outparcel that the Developer has exercised the Rolling Option for shall not terminate the Rolling Option rights outlined above as long as the failure to acquire the outparcel meets the following conditions:

- 1) the failure to purchase is beyond the reasonable control and foreseeability of the Developer, including but not limited to, adverse economic conditions;
- 2) the Developer is in full compliance with all other terms under this Agreement; and
- 3) the Developer is in full compliance with all applicable City regulations and an approved Mixed Use Planned Unit Development approved for the Property.

If the Developer does not satisfy the above conditions, the City has the option of terminating the remainder of the Rolling Option period and the Developer will have no further option to purchase any remaining portion of the Property.

b) Recordation and Transfer. The Developer or Agency will have the right to record this Agreement or a memorandum of this Agreement in the public records.

c) At the closing, the City and Agency will convey title to the outparcel(s) identified in the option to purchase by general warranty deed, free and clear of liens or mortgages, and subject to matters of record as of the date of this Agreement, zoning, restrictions, prohibitions and other requirements imposed by governmental authority and taxes and assessments for the year of closing.

d) The transfer of the Property and any outparcel(s) will include the following:

(i) All land and property rights owned by the City, including any rights or reversionary interests in land lying in the bed of any canal, lake, preserve, street, road, alley, avenue or highway, open or proposed, if any, adjoining the outparcel(s), to the center line thereof; and

(ii) All tenements, hereditaments, condemnation awards, insurance proceeds, easements, privileges and appurtenances belonging to or serving the outparcel(s), including, without limitation, all title, estates, interest, drainage, water,

canal and riparian rights, credits or exemptions for impact fees, water, sewer and other utility fees and connection charges, mitigation credits and rights, and beneficial rights to adjoining preserve areas.

e) At the closing, the City and Agency shall furnish the general warranty deed, no lien affidavit, FIRPTA certificate and other documents reasonably required by the Developer and title insurance company, if any, issuing title insurance in connection with the Developer's purchase of the outparcel(s).

f) No Further Encumbrances. During the term of this Agreement, the City or Agency will not sell or transfer, lease or otherwise market the availability of any portion of the Property nor will the City or Agency further improve, encumber or lien the Property or create or permit any matters to be recorded against the Property without the Developer's prior written consent. Furthermore, the City or Agency will not (a) enter into, create or assume any obligation for borrowed money or any security agreement, lien, encumbrance, mortgage, deed of trust, pledge, conditional sale or other title retention agreement, easement, covenant, restriction or other burden upon the Property or (b) record any homeowners association documents, easements or other agreements affecting the Property after the date of this Agreement, except an approved Mixed Use Planned Unit Development Agreement and any documents contemplated therein.

g) City and Agency's Representations and Warranties. As a material inducement to the Developer to enter into this Agreement, the City and Agency represent and warrant to the Developer that the following are true and correct and shall be true and correct:

i) The City and Agency own the Property and have full right and are duly authorized to enter into and consummate this Agreement.

ii) The City and Agency have complied and shall comply from the date hereof during the term of this Agreement with all applicable federal, State, County and municipal regulations, rules, ordinances, statutes, building, zoning and development codes and other requirements and restrictions with respect to all matters pertaining to the Property.

iii) There is no litigation, investigation or proceeding pending, or to the knowledge of the City or Agency threatened, against the City or Agency relating to or affecting the Property or otherwise adversely affecting the City or Agency's ability to perform its obligations hereunder.

iv) There are no options agreements or other agreements relating to the sale or lease of the Property other than as outlined herein.

v) To the best of the City and Agency's knowledge, the Property has not in the past been used, is not presently being used and will not in the future *(for so*

long as the City and Agency own same) be used for the handling, storage, transportation or disposal of hazardous or toxic materials. The Developer may obtain, at its expense, a report from a reputable environmental consultant as to whether the Property has been or presently is being used for the handling, storage, transportation or disposal of hazardous or toxic materials.

vi) Neither the City nor Agency have received notice from any governmental authority, mortgagee, insurer or other party alleging that either the Property or the use or operation of the Property is in violation of any federal, state or local law or ordinances, orders or regulations, including, but not limited to, those pertaining to building, zoning and environmental requirements.

vii) The City or Agency will ensure that all available impact fee credits or exemptions associated with the Property will remain available to be used during the term of this Agreement solely for the redevelopment of the Property. Impact fee credits or exemptions will not automatically transfer to the Workforce Housing Parcel, but impact free credits or exemptions from governmental agencies other than the City may be transferred by the Developer to the Workforce Housing Project. Neither the City nor Agency make any representations about the transferability of any impact fee credits or exemptions. Impact fee credits or exemptions associated with the former Holly Hill Middle School located on the Property will remain associated with the Property for the duration of this Agreement and will not be transferred by the City or Agency while this Agreement remains in effect. During the term of this Agreement any use of impact fee credits or exemptions by any party other than the Developer is specifically conditioned on the written approval of the Developer. Impact fee credits or exemptions applicable to the City's impact fees shall be utilized on a first come, first serve basis and shall not be sold or transferred by the City or Developer during the term of this Agreement.

17) If the Workforce Housing Parcel is not purchased by a third party for said use within three (3) years of execution of this Agreement the Developer shall have the option to purchase the Workforce Housing Parcel pursuant to the terms and conditions outlined in Part Four above. This option may only be exercised after the Developer has timely exercised the Initial Option or Rolling Options outlined above, has otherwise fully complied with the terms of this Agreement and must be exercised before the term expiration and in no event shall the option term extend beyond July 1, 2026. In the event the Developer purchase the Workforce Housing Parcel as provided in this paragraph, all available incentives provided by this Agreement shall be applicable to the Workforce Housing Parcel.

PART FIVE

GENERAL PROVISIONS

20) Procedure for Processing Payments: All payment to be made by the City or Agency as outlined in Part One, Part Two and Part Three above shall be processed according to the following procedure:

a) All required information shall be provided to the City or Agency in a timely manner. A “timely manner” under Part One shall be no later than thirty (30) days of the end of the quarter to be reviewed. Under Part Two and Part Three, a “timely manner” shall be no later than thirty (30) days of payment of the invoices to be reimbursed. The required information for each payment type shall be as outlined in attached Exhibit A and C.

b) The City or Agency shall remit payment to the Developer in accordance with the standards provide by the Florida Prompt Payment Act (§§218.70-.79, Florida Statutes (2016)). If there are not sufficient funds to make the payment in full, the City or Agency shall make the payment to the extent of available funds. All approved payments shall accrue pending receipt of appropriate funds from which to make payment. Appropriate funds shall mean the identified legally available funding source for each payment.

20) Notices. All notices, statements, demands or other communications (“notice(s)”) to be given under or pursuant to this Agreement, or which a party hereto may wish to give, must be in writing, addressed to the other party at its address as provided below, and delivered in person, by facsimile transmission or by certified or registered mail, return receipt requested and postage prepaid. Such notice will be deemed to have been delivered on the date of hand delivery, on the date of delivery by facsimile transmission (unless such delivery is made on a non-business day or on any day after 5 p.m., in which event delivery will be deemed to have been made on the following business day) or on the day of delivery when mailed as aforesaid (which would also be the day receipt is rejected), as the case may be. Any party may from time to time change its address or facsimile number for receipt of notices by sending a notice to the other parties specifying such new information.

Developer
1410 LPGA Blvd
Daytona Beach, Florida 32117

City and Agency
1065 Ridgewood Avenue
Holly Hill, FL 32117

21) Assignment. This Agreement is not assignable by the Developer without the written consent of the City and Agency, which consent may not be unreasonably withheld. Any assignment or pledge of any revenue anticipated to be received pursuant to this Agreement by the Developer shall require a joinder and consent of the City and Agency, which shall not be unreasonably withheld.

22) Non-monetary Assistance. The City and Agency agree to provide non-monetary assistance to the Developer in pursuing the proposed development of the Property. In addition, the City agrees to waive all permitting, connection, review and inspection fees and such other fee that can be legally waived and have not been pledged as collateral for a loan or bond.

23) Subsequently Acquired Adjacent Property. If the Developer acquires property that is adjacent to the Property, the above-described incentives (i.e. New Employee Incentive and Redevelopment Capital Expense Reimbursement) shall be applied to said property as long as the following conditions are satisfied:

- a) the property is incorporated into the MPUD zoning of the Property; and
- b) the City and Agency amend the City of Holly Hill Community Redevelopment Area (Area) to incorporate said property into the Area

24) It is anticipated that Developer will commence construction activity (including pursuing permitting and other approvals) within 90 days of the acquisition of the first portion of the Property. If construction activity has not started during said period of time or if construction activity ceases for a period of 6 consecutive months, Developer shall provide the City and Agency with a written explanation for the delay. If Developer establishes that it has diligently pursued starting the construction activity and the delays are beyond the reasonable control of the Developer, the City and Agency shall grant an extension for a duration of not less than 90 days or as requested by the Developer. Any further extension shall be as negotiated by the City, Agency and Developer.

25) This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs.

26) This Agreement is the entire understanding between the parties as to the issues addressed herein. No prior discussions, negotiations and agreements are valid. Any amendment to this Agreement must be in writing executed by both parties.

27) The failure of either party to require strict performance of a term or conditions shall not constitute a waiver to prevent the party from requiring strict performance at a later time.

28) Revenue to pay incentives described above shall be limited to the revenue sources identified. Neither the City nor the Agency shall be required to transfer funds from any other available source to satisfy any of the incentives provided herein. This Agreement does not represent a pledge of credit or otherwise grant any security interest in revenues of the City or Agency, rather the City and Agency's funding obligations under the terms of this Agreement represents an agreement to budget the funds identified herein to be used exclusively pursuant to the terms and conditions of this Agreement. Once the Part One New Employee Incentive has been fully expended and all of the Property sold, there shall no longer be an obligation to provide employee data.

29) In the event the Developer files bankruptcy, receivership or any insolvency proceedings, the City and CRA have the right to terminate this Agreement.

30) The CRA and Agency offer a variety of programs for the redevelopment of property in the CRA. It is the intent of the City and Agency that the incentives outlined in this Agreement shall be all the incentives and programs that are eligible for the Property. The Developer and third party purchasers shall not pursue any other incentives, grants, etc. offered by the CRA or Agency.

31) All payments made by the Agency pursuant to this Agreement as outlined above shall be made to the Developer. The Developer shall be solely responsible for making payments to all of its contractors and subcontractors.

32) The term “day” or “days” shall meaning regular working days of the City and excludes weekends and Holidays.

33) One of the principal purposes of this Agreement is for the relocation of the headquarters of Synergy Billing, LLC to the Property. Headquarters is hereby defined to mean the principal place of business as identified by the Secretary of State Corporation information as the principal place of business; the principal place of business of advertising and promotional material; the location of the officer of all administrative staff including CEO, President and CFO; and the location where a majority of the employees of Synergy Billing, LLC are located and work. If Synergy Billing, LLC's headquarters is not relocated to the Property, the City has the right to terminate this Agreement and all rights, entitlements and benefits provided therein by providing written notice to the Developer. Notwithstanding the foregoing, nothing in this paragraph shall prevent the future relocation of the Headquarters of Synergy Billing, LLC.

34. The Developer shall submit a proposed Mixed Use Planned Unit Development for the Property by November 4, 2017, reviewed by the City's Planning Board at its December 5, 2017 meeting and approved by the City Commission no later than February 28, 2017. The closing on the first acquisition of the Property by the Developer shall close by May 31, 2017. In the event these deadlines are not met, the agreement shall be deemed null and void.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the proper officers the day and year as written.

ATTEST:

**CITY COMMISSION OF THE CITY OF
HOLLY HILL**

Valerie Manning
City Clerk

John Penny
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of _____, 2016 by _____ of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____
Commission No.: _____
My Commission Expires: _____

Attachment: Fountainhead Incentives Agreement 11-15-2016 (1497 : Fountainhead, LLC. Development Incentive Agreement)

DEVELOPER

Witness: _____

Fountainhead Developers, LLC
a Florida Limited Liability Company

Printed Name: _____

By: _____

Name: M. Jayson Meyer

Title: Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this ____ day of _____, 2016 by M. Jayson Meyer of Fountainhead Developers, LLC, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit A – Description of Property and Impact Fee Credits/Exemptions

Attachment: Fountainhead Incentives Agreement 11-15-2016 (1497 : Fountainhead, LLC. Development Incentive Agreement)

Exhibit B – New Employee Incentive Chart

Attachment: Fountainhead Incentives Agreement 11-15-2016 (1497 : Fountainhead, LLC. Development Incentive Agreement)

Exhibit C – New Employee Information

Attachment: Fountainhead Incentives Agreement 11-15-2016 (1497 : Fountainhead, LLC. Development Incentive Agreement)

Exhibit D – Workforce Housing Parcel

Attachment: Fountainhead Incentives Agreement 11-15-2016 (1497 : Fountainhead, LLC. Development Incentive Agreement)

Exhibit E – Option Parcels

Attachment: Fountainhead Incentives Agreement 11-15-2016 (1497 : Fountainhead, LLC. Development Incentive Agreement)

Exhibit F – Option Contract Form

Attachment: Fountainhead Incentives Agreement 11-15-2016 (1497 : Fountainhead, LLC. Development Incentive Agreement)

**Special Purpose
Boundary, Tree, and Topographic
Survey**

Mary C. Fleming
Subdivision of the
Fish Grant
Block 35
MB 12 Pg 33

SHAWNEE 124340

03/13/13

Scale: 1" = 50'

MICHAEL M. MYER, PLS 4006
MICHAEL M. MYER & ASSOCIATES, INC.
316 ROOSEWOT AVENUE HOLLY HILL, FLORIDA 32117
388 255-8304 Phone 388 255-8306 Fax

DATE: 03/13/13 SCALE: 1"=50' SHEET 1 of 1

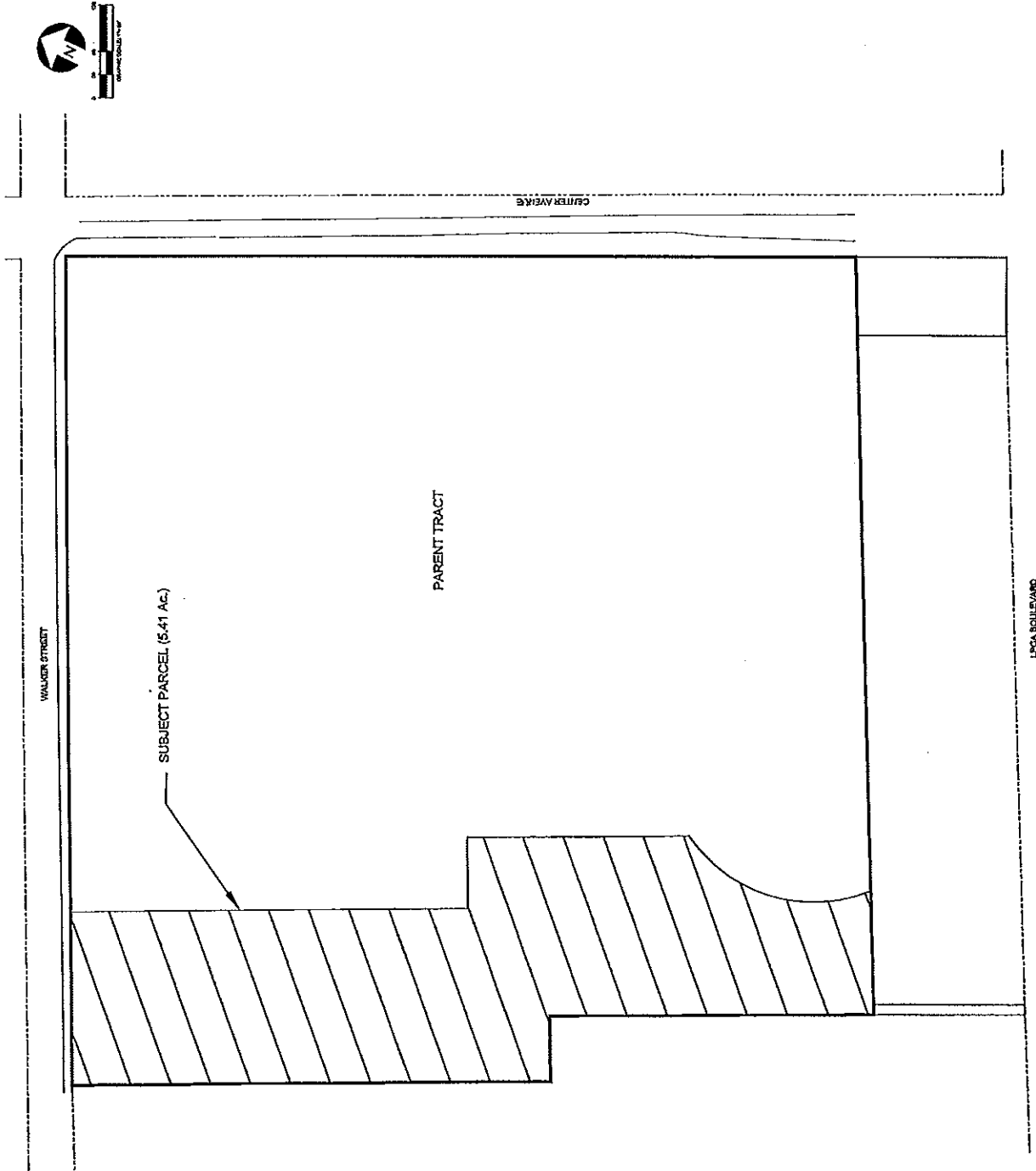
Packet Pg. 381

Packet Pg. 382

Packet Pg. 383

JOB GROWTH/RETENTION INCENTIVES

Over Minimum Wage	Incentive \$\$	Eligibility	Hourly \$	Annual \$
125%	\$ 1,000.00	Transfer	\$ 10.06	\$ 20,924.00
125%	\$ 1,250.00	Transfer - Holly Hill Resident		
125%	\$ 1,500.00	New Position		
125%	\$ 1,750.00	New Position - Holly Hill Resident		
150%	\$ 1,500.00	Transfer - Holly Hill Resident New Position New Position - Holly Hill Resident	\$ 12.07	\$ 25,105.00
150%	\$ 1,750.00			
150%	\$ 2,000.00			
150%	\$ 2,250.00			
175%	\$ 2,500.00	Transfer Transfer - Holly Hill Resident New Position New Position - Holly Hill Resident	\$ 14.08	\$ 29,286.00
175%	\$ 2,750.00			
175%	\$ 3,000.00			
175%	\$ 3,250.00			
200%	\$ 2,750.00	Transfer Transfer - Holly Hill Resident New Position New Position - Holly Hill Resident	\$ 16.10	\$ 33,488.00
200%	\$ 3,000.00			
200%	\$ 3,250.00			
200%	\$ 3,500.00			
225%	\$ 3,000.00	Transfer Transfer - Holly Hill Resident New Position New Position - Holly Hill Resident	\$ 18.11	\$ 37,668.00
225%	\$ 3,250.00			
225%	\$ 3,500.00			
225%	\$ 3,750.00			
250%+	\$ 3,250.00	Transfer Transfer - Holly Hill Resident New Position New Position - Holly Hill Resident	\$ 20.12	\$ 41,849.00
250%+	\$ 3,500.00			
250%+	\$ 3,750.00			
250%+	\$ 4,000.00			





Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®



PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: City of Holly Hill/Holly Hill Community Redevelopment Agency ("Seller")
and Fountainhead, LLC ("Buyer")

agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 1200 Center Avenue, Holly Hill, Florida

Legal Description:

See Attached Exhibit A

including all improvements and the following additional property:

N/A

PRICE AND FINANCING

2. PURCHASE PRICE: \$ payable by Buyer in U.S. funds as follows:

(a) \$ 10,000.00 Deposit received (checks are subject to clearance) by
Signature for Jeffery C. Sweet Trust Account ("Escrow Agent")
Name of Company

(b) \$ Additional deposit to be made by or days from
Effective Date.

(c) Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ Other:

(e) \$ Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds
paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

☒ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit
used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify:)
prorating areas of less than a full unit. The purchase price will be \$ 60,000.00 per unit based on a calculation of
total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph
8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

3. CASH/FINANCING: (Check as applicable) ☒ (a) Buyer will pay cash for the Property with no financing contingency.

☐ (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the
"Financing") within days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever
occurs first) (the "Financing Period"). Buyer will apply for Financing within days from Effective Date (5 days if left blank)
and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after
using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this
Contract. Upon cancellation, Buyer will return to Seller all title evidence, surveys and association documents provided by
Seller, and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
Buyer will pay all loan expenses, including the lender's title insurance policy.

☐ (1) New Financing: Buyer will secure a commitment for new third party financing for \$ or
% of the purchase price at the prevailing interest rate and loan costs. Buyer will keep Seller and Broker fully
informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all
such information to Seller and Broker.

☐ (2) Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the
amount of \$, bearing annual interest at % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally
accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

7.2.f

mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

☐ (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before May 31, 2017, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:** **Seller** will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

(b) **Buyer Costs:** **Buyer** will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: _____.

(c) **Title Evidence and Insurance: Check (1) or (2):**

☒ (1) **Seller** will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence. ☒ **Seller** ☐ **Buyer** will select the title agent. ☒ **Seller** ☐ **Buyer** will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.

☐ (2) **Seller** will provide title evidence as specified in Paragraph 8(a)(2). ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) **Tax Withholding:** **Buyer** and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may require **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

PROPERTY CONDITION

6. LAND USE: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) **Government Regulation:** **Buyer** is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) **Inspections: (check (1) or (2) below)**

☒ (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for * see additional terms use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

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zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

Seller gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to **Seller** all reports and other work generated as a result of the Inspections.

Buyer will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(d) **Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as *see additional terms: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will, prior to closing, deliver to **Buyer** **Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) **Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. **Seller** will have 30 days from

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

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receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) **Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller**, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal construction control line, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the property, unless **Buyer** waives this requirement in writing.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. **Time is of the essence for all provisions of this Contract.** All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

10. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

11. COMPLETE AGREEMENT: This Contract is the entire agreement between **Buyer** and **Seller**. **Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: **Buyer** may not assign this Contract without **Seller's** written consent. The terms "**Buyer**," "**Seller**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of **Buyer**, **Seller** and **Broker**.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) **Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. **Seller** will also be liable to **Broker** for the full amount of the brokerage fee. (b) **Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and **Broker** will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) **Disputes concerning entitlement to deposits made and agreed to be made:** **Buyer** and **Seller** will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. **Buyer** and **Seller** will be bound by any resulting settlement or order.

(b) **All other disputes:** **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

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will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

ESCROW AGENT AND BROKER

15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

Real Estate Licensee

Real Estate Licensee

Broker / Brokerage fee: (\$ or % of Purchase Price)

Broker / Brokerage fee: (\$ or % of Purchase Price)

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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322 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

323 OFFER AND ACCEPTANCE

324* (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)
325 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
326* copy delivered to Buyer no later than _____ ☐ a.m. ☐ p.m. on _____, _____, this offer will be
327 revoked and Buyer's deposit refunded subject to clearance of funds.

328* Date: _____ Buyer: _____ Tax ID/SSN: _____
329* Print name: _____

330* Date: _____ Buyer: _____ Tax ID/SSN: _____
331* Print name: _____

332* Phone: _____ Address: _____

333* Fax: _____

334* Date: _____ Seller: _____ Tax ID/SSN: _____
335* Print name: _____

336* Date: _____ Seller: _____ Tax ID/SSN: _____
337* Print name: _____

338* Phone: _____ Address: _____

339* Fax: _____

340* ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
341* copy of the acceptance to Seller by 5:00 p.m. on _____, _____). ☐ Seller rejects Buyer's offer.

342* Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)

343* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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

**City Commission
Resolution**

MEETING DATE: November 15, 2016
FROM: Joseph Forte
SUBJECT: Resolution 2016-R-74 A Resolution of the City Commission of the
City of Holly Hill, Florida, Approving the Sale of 9.42 Acres
Located at 1200 Center Avenue, Holly Hill, Florida.
NUMBER: (ID # 1495)
APPLICANT:
PLANNER:

DISCUSSION:

The City / CRA purchased 1200 Center Avenue in January of 2012 for \$1,500,000, approximately \$60,000.00 per acre. Since acquiring the property, the City continues to maintain the property with a landscape service costing \$30,000.00 each year.

The purchase of the twenty five (25) acre site and the expansion of the boundary of the CRA district to include this site were recommended in the CRA Master Plan for this property.

In May 2012 the City of Holly Hill hired Smith + Murray Studios, Inc., to complete an analysis and recommend preferred development plans for the property. This development plan was approved by the City Commission and incorporated into the CRA Master Plan in December, 2013.

The CRA Master Plan states: *“the City of Holly Hill will be redeveloped as a City that has a strong urban and civic core which reflects traditional and family values; is business friendly supporting employment opportunities and services; protects and enhances residential areas; is environmentally sensitive, supporting green building and conservation initiatives; and provides quality parks, recreation programming and open spaces.”*

FEASIBLE USES, ECONOMIC DEVELOPMENT POTENTIAL, AND NEXT STEPS

Overall Next Steps:

“The City, in coordination with the County and the State, can begin to assemble an incentives “toolbox” appropriate for the identified use. In its FY 2012-2013 proposed budget, the City of Holly Hill has allocated \$1.5 million general fund allocation for “Private Organization / Grant & Aids. The intention of this fund is to incent local business to expand and new business to locate in the City based on the magnitude of new jobs and new property tax revenue generated, and can be leveraged to attract potential operators or developers. “

For several years, the property has been marketed by the contractual Economic Development Director using Loopnet, visiting with developers at conferences and utilizing other resources available to her. Unfortunately, the city has not received any significant interest.

However, last year the City entered into a purchase and sale agreement with Fountainhead, LLC. to acquire the property for the purpose of developing a campus like setting to relocate the Synergy Billing headquarters anticipated to employ over 400 people by 2026 and to expand the site to develop a daycare, medical clinic, café and other related businesses.

Over the past year City staff and representative from Fountainhead, LLC. have been discussing and negotiating the terms and conditions of the sale of this property and incentives being made available to the developer to bring the business headquarters and 400 employee to Holly Hill. Due to the extended time period of negotiations and changes to the development plan, the purchase and sale agreement had expired.

On Sunday, July 12, 2015 the property located at 1200 Center Avenue was originally advertised in the Daytona News Journal, in accordance with Florida State Statute, seeking proposals for the sale and development of this property. Responses were due to the City no later than August 11, 2015.

Fountainhead Developers was the only proposal the city received by the due date. The preferred development scenario, in the Mater Plan, included a mixed use concept of which, many of the elements in the Fountainhead proposal fall well within the recommendations of the consultant.

The City has received an offer to purchase the property at 1200 Center Avenue from Jayson Meyer, owner of Synergy Billing, which is currently located on LPGA Blvd. just west of Jimmy Ann Drive. Synergy Billing is an established medical billing office currently employing nearly 100 people. Their plans are to build a campus style community where employees can live in the onsite apartment complex and walk to work. An onsite daycare facility will help accommodate child care needs and an onsite cafe will be available to employees and the general public. In addition, a health clinic is proposed to help serve the under insured population living in Holly Hill and the surrounding area.

Synergy Billing is anticipating its growth to exceed approximately 400 employees by the year 2020. With this anticipated growth, Synergy Billing is looking to expand their office environment by renovating the existing gymnasium and media center into class “A” office space immediately upon purchase. As growth occurs, additional office building space will be constructed.

The complex also anticipates an educational facility that will train people in the field of medical coding and billing. Successful participants may transition into full time employment with Synergy Billing or move on to other employment opportunities with real world experience in medical coding and billing.

The details of the purchase agreement, conceptual plan, CRA Agreement, MPUD and subsequent details are being presented to the BOPA and are a contingency to the sale of this property.

FISCAL ANALYSIS:

See attached incentives agreement.

STAFF RECOMMENDATION:

Authorize the City Manager to execute and sign an agreement to sell approximately 9.42 acres of the property located at 1200 Center Ave, Holly Hill, FL 32117 for \$60,000.00 per acre, with consideration for all Additional Terms listed in the Agreement.

COMMISSION GOAL:

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE RESOLUTION 2016-R-74, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SALE OF THE PROPERTY.

ATTACHMENTS:

- Fountainhead Sale Agreement for November 15, 2016 (PDF)

Resolution No. (ID # 1495)**RESOLUTION 2016-R-74 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SALE OF 9.42 ACRES LOCATED AT 1200 CENTER AVENUE, HOLLY HILL, FLORIDA.****RESOLUTION 2016-R-74**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SALE OF 9.42 ACRES LOCATED AT 1200 CENTER AVENUE, HOLLY HILL, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill and the Holy Hill Community Redevelopment Agency purchased the property located at 1200 Center Avenue in January, 2012 for \$1,500,000.00, approximately \$60,000.00 per acre; and

WHEREAS, in accordance with the laws of the State of Florida, the CRA advertised the sale of 1200 Center Ave on Sunday, July 12, 2015; and

WHEREAS, the City Commission had approved a purchase and sale agreement with Synergy Billing on September 22, 2015 which has since expired; and

WHEREAS, the City Commission believes it is in the best interest of the City to sell the Subject Property through negotiated sale.

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

SECTION 1. The City Commission hereby approves selling 9.42 acres of the property located at 1200 Center Avenue, Holly Hill, Florida 32117 by negotiated sale price, and authorizes the City Manager to execute a purchase and sale agreement.

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

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

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

**APPROVED AND AUTHENTICATED on this 15th day of NOVEMBER,
2016.**

Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®



PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: City of Holly Hill/Holly Hill Community Redevelopment Agency ("Seller")
and Fountainhead, LLC ("Buyer")

agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 1200 Center Avenue, Holly Hill, Florida

Legal Description:

See Attached Exhibit A

including all improvements and the following additional property:

N/A

PRICE AND FINANCING

2. PURCHASE PRICE: \$ payable by Buyer in U.S. funds as follows:

- (a) \$ 10,000.00 Deposit received (checks are subject to clearance) _____, _____ by
_____ for Jeffery C. Sweet Trust Account ("Escrow Agent")
Signature Name of Company
- (b) \$ Additional deposit to be made by _____, _____ or _____ days from
Effective Date.
- (c) Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)
- (d) \$ Other: _____
- (e) \$ Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds
paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

☒ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit
used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify: _____)
prorating areas of less than a full unit. The purchase price will be \$ 60,000.00 per unit based on a calculation of
total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph
8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

3. CASH/FINANCING: (Check as applicable) ☒ (a) Buyer will pay cash for the Property with no financing contingency.

☐ (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the
"Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever
occurs first) (the "Financing Period"). Buyer will apply for Financing within _____ days from Effective Date (5 days if left blank)
and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after
using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this
Contract. Upon cancellation, Buyer will return to Seller all title evidence, surveys and association documents provided by
Seller, and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
Buyer will pay all loan expenses, including the lender's title insurance policy.

☐ (1) New Financing: Buyer will secure a commitment for new third party financing for \$ _____ or
_____% of the purchase price at the prevailing interest rate and loan costs. Buyer will keep Seller and Broker fully
informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all
such information to Seller and Broker.

☐ (2) Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the
amount of \$ _____, bearing annual interest at _____% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally
accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the

Buyer (_____) and Seller (_____) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.



mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

☐ (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on or before May 31, 2017, unless extended by other provisions of this Contract. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:** **Seller** will pay taxes on the deed and recording fees for documents needed to cure title; certified, confirmed and ratified special assessment liens; title evidence (if applicable under Paragraph 8); Other:

(b) **Buyer Costs:** **Buyer** will pay taxes and recording fees on notes and mortgages and recording fees on the deed and financing statements; loan expenses; pending special assessment liens; lender's title policy at the simultaneous issue rate; inspections; survey and sketch; insurance; Other: _____.

(c) **Title Evidence and Insurance: Check (1) or (2):**

☒ (1) **Seller** will provide a Paragraph 8(a)(1) owner's title insurance commitment as title evidence. ☒ **Seller** ☐ **Buyer** will select the title agent. ☒ **Seller** ☐ **Buyer** will pay for the owner's title policy, search, examination and related charges. Each party will pay its own closing fees.

☐ (2) **Seller** will provide title evidence as specified in Paragraph 8(a)(2). ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(e) **Tax Withholding:** **Buyer** and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may require **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

PROPERTY CONDITION

6. LAND USE: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) **Government Regulation:** **Buyer** is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) **Inspections: (check (1) or (2) below)**

☒ (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for * see additional terms use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and

Buyer (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.

zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

Seller gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) release to **Seller** all reports and other work generated as a result of the inspections.

Buyer will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(d) **Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as * see additional terms: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will, prior to closing, deliver to **Buyer** **Seller's** choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) **Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of title evidence but no later than closing, of any defects that make the title unmarketable. **Seller** will have 30 days from

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 3 of 6 Pages.

receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) **Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller**, within 5 days from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph (b) above. If any part of the Property lies seaward of the coastal construction control line, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the property, unless **Buyer** waives this requirement in writing.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs the latest offer. **Time is of the essence for all provisions of this Contract.** All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays), except for time periods greater than 60 days, which will be computed in calendar days. If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

10. NOTICES: All notices will be made to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist.**

11. COMPLETE AGREEMENT: This Contract is the entire agreement between **Buyer** and **Seller**. **Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: **Buyer** may not assign this Contract without **Seller's** written consent. The terms "**Buyer**," "**Seller**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of **Buyer**, **Seller** and **Broker**.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) **Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 16. **Seller** will also be liable to **Broker** for the full amount of the brokerage fee. (b) **Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and **Broker** will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among cooperating brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) **Disputes concerning entitlement to deposits made and agreed to be made:** **Buyer** and **Seller** will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through **mediation**. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission. **Buyer** and **Seller** will be bound by any resulting settlement or order.

(b) **All other disputes:** **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding **arbitration** in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

ESCROW AGENT AND BROKER

15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records unless Broker indicates personal verification of the representation. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Seller and Buyer acknowledge that the brokerage(s) named below are the procuring cause of this transaction. **Instruction to Closing Agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, unless Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below.

Real Estate Licensee

Real Estate Licensee

Broker / Brokerage fee: (\$ or % of Purchase Price)

Broker / Brokerage fee: (\$ or % of Purchase Price)

ADDITIONAL TERMS

18. ADDITIONAL TERMS:

-This Contract is contingent on an MPUD rezoning being submitted by Buyer by November 4, 2016, reviewed by the City's Planning Board at its December 5, 2016 meeting and approved by the City Commission no later than February 28, 2017. If any one of the above dates is not met, either party has the rights to terminate this Contract.

-The Buyer shall submit a subdivision application to create the Property which must be approved before the closing date.

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.

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This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

(Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)

Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy delivered to Buyer no later than ☐ a.m. ☐ p.m. on _____, _____, this offer will be revoked and Buyer's deposit refunded subject to clearance of funds.

Date: 11/9/2016 Buyer: [Signature] Tax ID/SSN: _____
Print name: John M. May

Date: _____ Buyer: _____ Tax ID/SSN: _____
Print name: _____
Phone: _____ Address: _____
Fax: _____

Date: _____ Seller: _____ Tax ID/SSN: _____
Print name: _____

Date: _____ Seller: _____ Tax ID/SSN: _____
Print name: _____
Phone: _____ Address: _____
Fax: _____

☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy of the acceptance to Seller by 5:00 p.m. on _____, _____). ☐ Seller rejects Buyer's offer.

Effective Date: _____ (The date on which the last party signed or initialed acceptance of the final offer.)

Buyer ([Signature]) and Seller () () acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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

**City Commission
Resolution**

MEETING DATE: November 15, 2016
FROM: Kurt Swartzlander
SUBJECT: Resolution 2016-R-70 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Final Budget for the City of Holly Hill for the Fiscal Year 2015-2016; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1494)
APPLICANT:
PLANNER:

DISCUSSION: Per Florida Statute 166.241 the City of Holly Hill may amend its budget throughout the year and up to 60 days following end of the budget year. This budget amendment is the annual year-end “clean-up” amendment, adjusting both revenues estimates to reflect actual year end revenues and adjusting expenditures to reflect appropriated adjustments and actual expenditures.

FISCAL ANALYSIS: Budget Amendments as attached. This amendment includes all amendments adopted by the commission throughout the year and end of year true-ups for all accounts.

STAFF RECOMMENDATION: Approve Resolution 2016-R-70 amending the Fiscal Year 2015-2016 Budget.

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 RESOLUTION 2016-R-70, AMENDING THE FISCAL YEAR
2015-2016 APPROPRIATIONS BUDGET.**

ATTACHMENTS:

- Revenues (PDF)
- Expenditures (PDF)
- Budget Summary Final Amended (PDF)

Resolution No. (ID # 1494)**RESOLUTION 2016-R-70 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2015-2016; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2016-R-70**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2015-2016; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill of Volusia County Florida, set forth the amended appropriations and revenue estimate for the Budget for Fiscal Year 2015-2016.

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

SECTION 1. The Fiscal Year 2015-2016 final Budget shall be amended per “Attachment A”.

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

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

APPROVED AND AUTHENTICATED on this 15th day of NOVEMBER, 2016.

Acct #	Department	Description	Original Budget	Amended Budget
001-0000-311-1000	GENERAL FUND	CURRENT AD-VALOREM TAXES	\$2,578,100	\$2,578,900
001-0000-311-2000	GENERAL FUND	DELINQUENT AD-VALOREM TAX	\$4,000	\$4,100
001-0000-312-4100	GENERAL FUND	1ST LOCAL OPTION FUEL TAX	\$165,600	\$171,600
001-0000-312-5100	GENERAL FUND	FIRE INS/FIRE PENSION	\$62,500	\$51,500
001-0000-312-5200	GENERAL FUND	INS TAX/POLICE PENSION	\$59,900	\$84,900
001-0000-314-1000	GENERAL FUND	ELECTRICITY	\$834,000	\$854,000
001-0000-314-3000	GENERAL FUND	WATER UTILITY TAX	\$254,000	\$256,800
001-0000-314-4000	GENERAL FUND	NATURAL GAS UTILITY TAX	\$12,300	\$14,300
001-0000-314-8000	GENERAL FUND	PROPANE UTILITY TAX	\$20,000	\$14,500
001-0000-315-1000	GENERAL FUND	TELECOMMUNICATIONS	\$430,000	\$378,700
001-0000-316-0000	GENERAL FUND	LOCAL BUSINESS TAX	\$199,500	\$188,900
001-0000-323-1000	GENERAL FUND	ELECTRICITY	\$763,000	\$763,000
001-0000-323-4000	GENERAL FUND	GAS	\$11,400	\$11,400
001-0000-323-9100	GENERAL FUND	TOWING SERVICE	\$41,700	\$19,500
001-0000-329-1000	GENERAL FUND	OTHER PERMITS AND FEES	\$0	\$5,700
001-0000-329-1030	GENERAL FUND	GOLF CART REGIST-RESIDENT	\$0	\$0
001-0000-329-1040	GENERAL FUND	APPLICATION FEE-BTR(OL)	\$0	\$5,400
001-0000-329-2000	GENERAL FUND	OL FIRE INSPECTION FEES	\$20,000	\$23,500
001-0000-331-2600	GENERAL FUND	BULLETPROOF VEST GRANT	\$1,000	\$0
001-0000-334-7500	GENERAL FUND	STATE GRANT	\$715,300	\$36,000
001-0000-334-7520	GENERAL FUND	FRDAP GRANT	\$50,000	\$0
001-0000-334-7530	GENERAL FUND	FIND GRANT	\$0	\$3,700
001-0000-335-1200	GENERAL FUND	STATE REVENUE SHARING	\$383,700	\$383,700
001-0000-335-1400	GENERAL FUND	MOBILE HOME LICENSES	\$15,000	\$14,300
001-0000-335-1500	GENERAL FUND	ALCOHOL BEVERAGE TAX	\$7,300	\$7,400
001-0000-335-1800	GENERAL FUND	LOCAL GOVT 1/2 CENT TAX	\$612,000	\$617,000
001-0000-335-2100	GENERAL FUND	FIREFIGHTER SUPPL. COMP.	\$3,600	\$4,300
001-0000-337-2010	GENERAL FUND	REMOVAL-DERELICT VEHICLES	\$0	\$1,100
001-0000-338-2000	GENERAL FUND	CITY SHARE/COUNTY BUS TAX	\$8,000	\$9,500
001-0000-342-1010	GENERAL FUND	COPIES/POLICE RPTS/OTHER	\$1,000	\$2,700
001-0000-342-1020	GENERAL FUND	FINGERPRINTS/FALSE ALARMS	\$200	\$200
001-0000-342-2020	GENERAL FUND	FIRE PLAN REVIEW FEES	\$1,000	\$1,000
001-0000-344-9010	GENERAL FUND	MEDIAN MAINTENANCE-DOT	\$31,800	\$31,800
001-0000-344-9012	GENERAL FUND	TRAFFIC SIGNAL MAINT-DOT	\$13,700	\$16,200
001-0000-344-9015	GENERAL FUND	HWY LIGHTING MAINT - DOT	\$47,800	\$47,700
001-0000-347-2100	GENERAL FUND	PROGRAM ACTIVITY FEES	\$4,500	\$6,800
001-0000-347-4050	GENERAL FUND	REGISTRATION FEES	\$1,200	\$500
001-0000-347-4300	GENERAL FUND	PROMOTIONAL ACTIVITY	\$800	\$800
001-0000-347-5300	GENERAL FUND	SICA HALL REVENUES	\$7,200	\$8,900
001-0000-349-2010	GENERAL FUND	COMP PLAN AMENDMENTS	\$0	\$2,000
001-0000-349-2020	GENERAL FUND	REZONING	\$1,000	\$2,400
001-0000-349-2050	GENERAL FUND	SUBDIVISION	\$500	\$1,500

Acct #	Department	Description	Original Budget	Amended Budget
001-0000-349-2071	GENERAL FUND	RESIDENTIAL VARIANCE	\$500	\$700
001-0000-349-2072	GENERAL FUND	NON-RESIDENTIAL VARIANCE	\$0	\$500
001-0000-349-2080	GENERAL FUND	ZONING VERIFICATION LETTR	\$100	\$300
001-0000-349-2100	GENERAL FUND	PASS-THRU LEG.ADS,ADV,LEG	\$3,600	\$4,200
001-0000-349-4000	GENERAL FUND	CERTIFICATN/COPIES/RESRCH	\$7,000	\$7,300
001-0000-349-5030	GENERAL FUND	SITE PLAN REVIEW	\$2,000	\$4,000
001-0000-349-5040	GENERAL FUND	SPECIAL EXCEPTION	\$2,000	\$500
001-0000-351-2000	GENERAL FUND	CIRCUIT COURT-CRIMINAL	\$3,300	\$3,500
001-0000-351-2030	GENERAL FUND	POLICE EDUCATION	\$100	\$100
001-0000-351-5000	GENERAL FUND	TRAFFIC COURT	\$11,000	\$11,800
001-0000-351-5030	GENERAL FUND	POLICE EDUCATION	\$2,500	\$1,600
001-0000-351-9000	GENERAL FUND	OTHER	\$0	\$0
001-0000-354-0000	GENERAL FUND	LOCAL ORDINANCE VIOLATION	\$20,000	\$14,800
001-0000-361-1000	GENERAL FUND	INVESTMENTS	\$2,000	\$6,500
001-0000-361-1500	GENERAL FUND	STI - SUNTRUST INVESTMENT	\$100	\$200
001-0000-361-2000	GENERAL FUND	SBA ACCOUNTS	\$0	\$10,000
001-0000-364-4100	GENERAL FUND	SURPLUS SALES/EQUIP ETC	\$0	\$5,000
001-0000-366-9000	GENERAL FUND	CONTRIB/GRANTS/DONATIONS	\$0	\$2,000
001-0000-366-9040	GENERAL FUND	FMIT SAFETY GRANT	\$6,000	\$0
001-0000-366-9050	GENERAL FUND	SPONSORSHIPS	\$3,500	\$4,200
001-0000-366-9090	GENERAL FUND	DONATION	\$0	\$0
001-0000-367-0000	GENERAL FUND	LICENSES	\$0	\$300
001-0000-369-2010	GENERAL FUND	COLLECTIONS ADMIN FEE	\$10,000	\$8,500
001-0000-369-2020	GENERAL FUND	COLLECTION AGENCY FEES	\$20,000	\$16,800
001-0000-369-3030	GENERAL FUND	INSURANCE	\$0	\$2,400
001-0000-369-8010	GENERAL FUND	SUNTRUST P-CARD REBATES	\$30,000	\$27,800
001-0000-369-9000	GENERAL FUND	MISC REVENUES	\$20,000	\$25,800
001-0000-380-1000	GENERAL FUND	APPROPRIATED FUND BAL	\$761,100	\$835,400
001-0000-381-1000	GENERAL FUND	TRANSFER FRM W&S FUND	\$588,100	\$588,100
001-0000-381-6100	GENERAL FUND	TRANSFER FROM GENERAL IMPACT	\$0	\$10,000
001-0000-381-7000	GENERAL FUND	TRANSFER FRM SOLID WASTE	\$140,700	\$140,700
001-0000-381-7500	GENERAL FUND	TRANSFER FRM STORMWATER	\$87,000	\$87,000
002-0000-312-4210	LOCAL OPTION FUEL TAX	2ND LOCAL OPTION FUEL TAX	\$114,600	\$130,900
002-0000-361-1500	LOCAL OPTION FUEL TAX	STI - SUNTRUST INVESTMENT	\$0	\$100
002-0000-380-1000	LOCAL OPTION FUEL TAX	APPROPRIATED FUND BAL	\$0	\$160,000
003-0000-361-1000	RECREATION RR&R FUND	INVESTMENTS	\$0	\$100
004-0000-322-0000	PERMITTING	BUILDING PERMITS	\$1,000	\$1,200
004-0000-322-1000	PERMITTING	BUILDING	\$47,800	\$56,300
004-0000-322-1100	PERMITTING	ELECTRIC	\$47,800	\$14,100
004-0000-322-1200	PERMITTING	PLUMBING	\$5,500	\$7,000
004-0000-322-1300	PERMITTING	MECHANICAL PERMITS	\$8,100	\$13,200
004-0000-329-1000	PERMITTING	OTHER PERMITS AND FEES	\$2,600	\$2,300

Attachment: Revenues (1494 : Final Budget Amendment FY2015-16)

Acct #	Department	Description	Original Budget	Amended Budget
004-0000-329-1011	PERMITTING	APLIC FEE-RES BLDG PERMIT	\$14,300	\$14,900
004-0000-329-1012	PERMITTING	APLIC FEE-COM BLDG PERMIT	\$13,100	\$13,200
004-0000-329-1013	PERMITTING	APLIC FEE-RES ACCES STRCT	\$1,100	\$1,000
004-0000-329-2022	PERMITTING	SECOND RE-INSPECTION	\$0	\$300
004-0000-329-2023	PERMITTING	THIRD RE-INSPECTION	\$0	\$0
004-0000-329-3031	PERMITTING	CHANGE SUB-CONTRACTOR FEE	\$0	\$0
004-0000-329-3032	PERMITTING	PLACARD FEE	\$2,000	\$2,100
004-0000-329-3033	PERMITTING	PLACARD REPLACEMENT FEE	\$0	\$0
004-0000-329-3034	PERMITTING	PERMIT RENEWAL (ACTIVE)	\$0	\$300
004-0000-361-1000	PERMITTING	INVESTMENTS	\$0	\$0
004-0000-369-9000	PERMITTING	MISC REVENUES	\$300	\$300
004-0000-381-6000	PERMITTING	TRANS FRM GEN FUND	\$141,400	\$145,000
005-0000-344-9020	SIDEWALK	SIDEWALK FEE	\$500	\$500
005-0000-361-1000	SIDEWALK	INVESTMENTS	\$0	\$0
006-0000-361-1000	FIRE VICTIMS FUND	INVESTMENTS	\$0	\$100
101-0000-324-1100	LAW ENFORCEMNT IMPACT FEE	RESIDENTIAL-PUBLIC SAFETY	\$500	\$1,300
101-0000-324-1200	LAW ENFORCEMNT IMPACT FEE	COMMERCIAL-PUBLIC SAFETY	\$500	\$0
101-0000-361-1500	LAW ENFORCEMNT IMPACT FEE	STI - SUNTRUST INVESTMENT	\$0	\$0
102-0000-324-1100	FIRE IMPACT FEE TRST ACCT	RESIDENTIAL-PUBLIC SAFETY	\$500	\$1,500
102-0000-324-1200	FIRE IMPACT FEE TRST ACCT	COMMERCIAL-PUBLIC SAFETY	\$500	\$0
102-0000-361-1500	FIRE IMPACT FEE TRST ACCT	STI - SUNTRUST INVESTMENT	\$0	\$0
103-0000-324-3100	ROAD IMPACT FEE TRST ACCT	RESIDENTIAL-ROADS/TRANSP	\$500	\$800
103-0000-324-3200	ROAD IMPACT FEE TRST ACCT	COMMERCIAL-ROADS/TRANSP	\$500	\$100
103-0000-361-1500	ROAD IMPACT FEE TRST ACCT	STI - SUNTRUST INVESTMENT	\$0	\$100
103-0000-369-9100	ROAD IMPACT FEE TRST ACCT	ADMINISTRATIVE FEE (1%)	\$0	\$0
104-0000-324-6100	PARK IMPACT FEE TRST ACCT	RESIDENTIAL-PARKS/CULTURAL	\$1,000	\$1,400
104-0000-324-6200	PARK IMPACT FEE TRST ACCT	COMMERCIAL-PARKS/CULTURAL	\$0	\$2,800
104-0000-361-1500	PARK IMPACT FEE TRST ACCT	STI - SUNTRUST INVESTMENT	\$0	\$0
104-0000-380-1000	PARK IMPACT FEE TRST ACCT	APPROPRIATED FUND BAL	\$0	\$10,000
110-0000-358-2000	LAW ENFORCEMENT TRUST FD	ASSETS SEIZED BY LAW ENF	\$5,000	\$5,000
110-0000-361-1000	LAW ENFORCEMENT TRUST FD	INVESTMENTS	\$0	\$100
110-0000-361-1500	LAW ENFORCEMENT TRUST FD	STI - SUNTRUST INVESTMENT	\$0	\$0
110-0000-380-1000	LAW ENFORCEMENT TRUST FD	APPROPRIATED FUND BAL	\$7,000	\$7,000
115-0000-361-1000	H H POLICE EXPLORERS	INVESTMENTS	\$0	\$0
115-0000-366-9010	H H POLICE EXPLORERS	EXPLORERS/VIP DONATIONS	\$1,000	\$1,100
130-0000-311-1000	COMMUNITY REDEVELOPMT	CURRENT AD-VALOREM TAXES	\$920,700	\$958,800
130-0000-338-3000	COMMUNITY REDEVELOPMT	INTERGOVT SHARE OF TIF	\$1,007,700	\$1,041,000
130-0000-361-1000	COMMUNITY REDEVELOPMT	INVESTMENTS	\$800	\$4,200
130-0000-361-1500	COMMUNITY REDEVELOPMT	STI - SUNTRUST INVESTMENT	\$200	\$2,800
130-0000-362-4010	COMMUNITY REDEVELOPMT	MARKET LEASE REVENUE	\$68,800	\$75,000
130-0000-364-4100	COMMUNITY REDEVELOPMT	SURPLUS SALES/EQUIP ETC	\$0	\$5,100
130-0000-380-1000	COMMUNITY REDEVELOPMT	APPROPRIATED FUND BAL	\$3,123,900	\$3,123,900

Attachment: Revenues (1494 : Final Budget Amendment FY2015-16)

Acct #	Department	Description	Original Budget	Amended Budget
131-0000-361-1500	CRA DEBT SERVICE FUND	STI - SUNTRUST INVESTMENT	\$0	\$200
131-0000-381-6400	CRA DEBT SERVICE FUND	TRANS FRM COMM REDEVELOP	\$398,200	\$398,200
132-0000-361-1500	CRA 2013 DEBT SERVICE FND	STI - SUNTRUST INVESTMENT	\$0	\$100
132-0000-381-6400	CRA 2013 DEBT SERVICE FND	TRANS FRM COMM REDEVELOP	\$448,900	\$448,900
139-0000-361-1000	CRA PROJECTS FUND	INVESTMENTS	\$0	\$300
139-0000-361-1500	CRA PROJECTS FUND	STI - SUNTRUST INVESTMENT	\$0	\$4,800
139-0000-380-1000	CRA PROJECTS FUND	APPROPRIATED FUND BAL	\$4,135,000	\$4,135,000
140-0000-331-5010	CDBG FUND	CDBG	\$97,300	\$97,300
150-0000-331-2410	POLICE GRANT FUND	POLICE-JAG GRANT	\$0	\$4,300
301-0000-361-1500	CAPITAL PROJECTS	STI - SUNTRUST INVESTMENT	\$0	\$100
400-0000-343-3000	WATER & SEWER FUND	WATER UTILITY	\$2,518,900	\$7,300
400-0000-343-3001	WATER & SEWER FUND	INSIDE, APARTMENT	\$0	\$312,900
400-0000-343-3002	WATER & SEWER FUND	INSIDE, COMMERCIAL	\$0	\$487,500
400-0000-343-3003	WATER & SEWER FUND	INSIDE, CHURCH	\$0	\$6,800
400-0000-343-3004	WATER & SEWER FUND	INSIDE, GOVERNMENT	\$0	\$28,600
400-0000-343-3005	WATER & SEWER FUND	INSIDE, MULTI-FAMILY	\$0	\$280,500
400-0000-343-3006	WATER & SEWER FUND	INSIDE, MOBILE HOME	\$0	\$123,500
400-0000-343-3007	WATER & SEWER FUND	INSIDE, RESIDENTIAL	\$0	\$968,200
400-0000-343-3008	WATER & SEWER FUND	INSIDE, RESIDENT-COMMERCL	\$0	\$15,600
400-0000-343-3012	WATER & SEWER FUND	OUTSIDE, COMMERCIAL	\$0	\$4,500
400-0000-343-3017	WATER & SEWER FUND	OUTSIDE, RESIDENTIAL	\$0	\$39,600
400-0000-343-3022	WATER & SEWER FUND	IRRIG, INSIDE, COMMERCIAL	\$0	\$101,700
400-0000-343-3024	WATER & SEWER FUND	IRRIG, INSIDE, GOVERNMENT	\$0	\$20,000
400-0000-343-3027	WATER & SEWER FUND	IRRIG, INSIDE, RESIDENTIAL	\$0	\$600
400-0000-343-3028	WATER & SEWER FUND	IRRIG, INSIDE, RESID-COMMER	\$0	\$100
400-0000-343-3092	WATER & SEWER FUND	WATER METER CONNECTION	\$0	\$6,800
400-0000-343-3093	WATER & SEWER FUND	WATER SERVICE CHARGES	\$0	\$14,400
400-0000-343-3094	WATER & SEWER FUND	WATER CUT-OFF CHARGES	\$0	\$40,500
400-0000-343-3095	WATER & SEWER FUND	WATER HYDRANT RENTAL	\$0	\$14,300
400-0000-343-5000	WATER & SEWER FUND	SEWER/WASTEWATER UTILITY	\$2,644,600	\$0
400-0000-343-5050	WATER & SEWER FUND	SEWER, INSIDE	\$0	\$77,200
400-0000-343-5051	WATER & SEWER FUND	SEWER, INSIDE, APARTMENT	\$0	\$354,700
400-0000-343-5052	WATER & SEWER FUND	SEWER, INSIDE, COMMERCIAL	\$0	\$457,600
400-0000-343-5053	WATER & SEWER FUND	SEWER, INSIDE, CHURCH	\$0	\$7,600
400-0000-343-5054	WATER & SEWER FUND	SEWER, INSIDE, GOVERNMENT	\$0	\$29,600
400-0000-343-5055	WATER & SEWER FUND	SEWER, INSIDE, MULTI-FAMILY	\$0	\$321,500
400-0000-343-5056	WATER & SEWER FUND	SEWER, INSIDE, MOBILE HOME	\$0	\$139,300
400-0000-343-5057	WATER & SEWER FUND	SEWER, INSIDE, RESIDENTIAL	\$0	\$1,103,400
400-0000-343-5058	WATER & SEWER FUND	SEWER, INSIDE, RESID-COMMER	\$0	\$16,900
400-0000-343-5062	WATER & SEWER FUND	SEWER, OUTSIDE, COMMERCIAL	\$0	\$4,000
400-0000-343-5067	WATER & SEWER FUND	SEWER, OUTSIDE, RESIDENTIAL	\$0	\$43,100
400-0000-343-5072	WATER & SEWER FUND	SEWER, REUSE, COMMERCIAL	\$0	\$3,600

Attachment: Revenues (1494 : Final Budget Amendment FY2015-16)

Acct #	Department	Description	Original Budget	Amended Budget
400-0000-343-5097	WATER & SEWER FUND	SEWER CONNECTION	\$0	\$600
400-0000-343-9020	WATER & SEWER FUND	BPA TESTING/MTCE PROGRAM	\$0	\$100
400-0000-361-1000	WATER & SEWER FUND	INVESTMENTS	\$800	\$2,900
400-0000-362-2110	WATER & SEWER FUND	T-MOBILE	\$15,200	\$15,200
400-0000-362-2120	WATER & SEWER FUND	SPRINT PCS	\$15,200	\$15,200
400-0000-369-3030	WATER & SEWER FUND	INSURANCE	\$0	\$2,900
400-0000-369-7000	WATER & SEWER FUND	PENALTY REVENUES	\$195,000	\$187,900
400-0000-369-9000	WATER & SEWER FUND	MISC REVENUES	\$8,000	\$7,500
400-0000-380-1000	WATER & SEWER FUND	APPROPRIATED FUND BAL	\$846,700	\$861,400
400-0000-381-4000	WATER & SEWER FUND	TRANSFER FROM R&R CAP PRJ	\$0	\$0
400-0000-381-7700	WATER & SEWER FUND	TRANSF FROM W&S R&R	\$584,000	\$745,800
400-0000-389-4000	WATER & SEWER FUND	OTHER GRANTS & DONATIONS	\$0	\$0
407-0000-343-3101	PROPRIETARY R&R FUND	INSIDE CITY LIMITS	\$289,400	\$273,300
407-0000-343-3110	PROPRIETARY R&R FUND	OUTSIDE CITY LIMITS	\$4,600	\$4,600
407-0000-343-5150	PROPRIETARY R&R FUND	INSIDE CITY LIMITS	\$289,400	\$274,300
407-0000-343-5160	PROPRIETARY R&R FUND	OUTSIDE CITY LIMITS	\$4,600	\$4,200
407-0000-361-1000	PROPRIETARY R&R FUND	INVESTMENTS	\$0	\$0
407-0000-380-1000	PROPRIETARY R&R FUND	APPROPRIATED	\$0	\$196,100
460-0000-343-9080	STORMWATER FUND	NON AD-VALOREM STORMWATER	\$920,500	\$887,300
460-0000-343-9081	STORMWATER FUND	STORMWATER, APARTMENT	\$0	\$18,800
460-0000-343-9082	STORMWATER FUND	STORMWATER, COMMERCIAL	\$0	\$21,400
460-0000-343-9085	STORMWATER FUND	STORMWATER, MULTI-FAMILY	\$0	\$16,700
460-0000-343-9087	STORMWATER FUND	STORMWATER, RESIDENTIAL	\$0	\$0
460-0000-343-9089	STORMWATER FUND	DELINQ NON AD-VAL STRMWTR	\$0	\$1,000
460-0000-361-1000	STORMWATER FUND	INVESTMENTS	\$0	\$1,300
460-0000-361-1500	STORMWATER FUND	STI - SUNTRUST INVESTMENT	\$0	\$400
460-0000-380-1200	STORMWATER FUND	APPROP RES-STRM DRAIN	\$1,425,600	\$1,398,800
460-0000-381-1000	STORMWATER FUND	TRANSFER FRM W&S FUND	\$42,000	\$42,000
460-0000-389-4000	STORMWATER FUND	OTHER GRANTS & DONATIONS	\$0	\$900
461-0000-361-1500	STORMWTR DRAINAGE DEBT SV	STI - SUNTRUST INVESTMENT	\$0	\$100
461-0000-381-7500	STORMWTR DRAINAGE DEBT SV	TRANSFER FRM STORMWATER	\$353,700	\$353,700
463-0000-361-1500	SRF LOAN #70906P RESERVE	STI - SUNTRUST INVESTMENT	\$0	\$200
471-0000-361-1500	DEBT SERVICE	STI - SUNTRUST INVESTMENT	\$0	\$700
471-0000-381-1000	DEBT SERVICE	TRANSFER FRM W&S FUND	\$938,900	\$938,900
472-0000-361-1500	STATE LOAN DEBT SERVICE	STI - SUNTRUST INVESTMENT	\$0	\$0
472-0000-381-1000	STATE LOAN DEBT SERVICE	TRANSFER FRM W&S FUND	\$160,500	\$160,500
474-0000-361-1500	W&S SERIES 2005 DEBT	STI - SUNTRUST INVESTMENT	\$0	\$0
474-0000-381-1000	W&S SERIES 2005 DEBT	TRANSFER FRM W&S FUND	\$109,600	\$109,600
475-0000-361-1500	W&S SRF - 2005 DEBT	STI - SUNTRUST INVESTMENT	\$0	\$0
475-0000-381-1000	W&S SRF - 2005 DEBT	TRANSFER FRM W&S FUND	\$40,800	\$40,800
476-0000-361-1500	W&S SRF - 2007 DEBT	STI - SUNTRUST INVESTMENT	\$0	\$100
476-0000-381-1000	W&S SRF - 2007 DEBT	TRANSFER FRM W&S FUND	\$329,300	\$329,300

Attachment: Revenues (1494 : Final Budget Amendment FY2015-16)

Acct #	Department	Description	Original Budget	Amended Budget
477-0000-361-1500	W&S R&R SERIES 2011 DEBT	STI - SUNTRUST INVESTMENT	\$0	\$100
477-0000-381-1000	W&S R&R SERIES 2011 DEBT	TRANSFER FRM W&S FUND	\$325,500	\$332,300
478-0000-381-1000	W&S WTR MTR,SER.2013 DEBT	TRANSFER FRM W&S FUND	\$170,800	\$170,800
480-0000-361-1000	RENEWAL & REPLACEMENT	INVESTMENTS	\$0	\$2,400
480-0000-361-1500	RENEWAL & REPLACEMENT	STI - SUNTRUST INVESTMENT	\$0	\$1,000
480-0000-380-1000	RENEWAL & REPLACEMENT	APPROPRIATED FUND BAL	\$1,405,000	\$1,405,000
480-0000-381-1000	RENEWAL & REPLACEMENT	TRANSFER FRM W&S FUND	\$1,047,700	\$1,047,700
481-0000-324-2100	WATER IMPACT FEES	RESIDENTIAL-PHYSICAL ENVN	\$2,000	\$2,800
481-0000-324-2200	WATER IMPACT FEES	COMMERCIAL-PHYSICAL ENVIR	\$0	\$11,300
481-0000-361-1500	WATER IMPACT FEES	STI - SUNTRUST INVESTMENT	\$0	\$700
482-0000-324-2100	SEWER IMPACT FEES	RESIDENTIAL-PHYSICAL ENVN	\$2,000	\$3,800
482-0000-324-2200	SEWER IMPACT FEES	COMMERCIAL-PHYSICAL ENVIR	\$0	\$11,400
482-0000-361-1500	SEWER IMPACT FEES	STI - SUNTRUST INVESTMENT	\$0	\$1,500
487-0000-380-1000	W&S R&R BOND SERIES 2011	APPROPRIATED FUND BAL	\$85,000	\$216,700
495-0000-323-7000	SOLID WASTE ENTERPRISE	SOLID WASTE FRANCHISE FEE	\$0	\$2,900
495-0000-343-4040	SOLID WASTE ENTERPRISE	REFUSE	\$2,379,100	\$293,500
495-0000-343-4041	SOLID WASTE ENTERPRISE	REFUSE, APARTMENT	\$0	\$139,700
495-0000-343-4042	SOLID WASTE ENTERPRISE	REFUSE, COMMERCIAL	\$0	\$736,500
495-0000-343-4043	SOLID WASTE ENTERPRISE	REFUSE, CHURCH	\$0	\$14,300
495-0000-343-4044	SOLID WASTE ENTERPRISE	REFUSE, GOVERNMENT	\$0	\$11,000
495-0000-343-4045	SOLID WASTE ENTERPRISE	REFUSE, MULTI-FAMILY	\$0	\$85,400
495-0000-343-4046	SOLID WASTE ENTERPRISE	REFUSE, MOBILE HOME	\$0	\$27,800
495-0000-343-4047	SOLID WASTE ENTERPRISE	REFUSE, RESIDENTIAL	\$0	\$979,800
495-0000-343-4048	SOLID WASTE ENTERPRISE	REFUSE, RESIDENT-COMMERCL	\$0	\$31,000
495-0000-361-1000	SOLID WASTE ENTERPRISE	INVESTMENTS	\$400	\$1,500
495-0000-361-1500	SOLID WASTE ENTERPRISE	STI - SUNTRUST INVESTMENT	\$100	\$2,100
495-0000-369-9500	SOLID WASTE ENTERPRISE	RECYCLING REVENUES	\$500	\$500
			\$36,857,200	\$36,820,200

Attachment: Revenues (1494 : Final Budget Amendment FY2015-16)

Account	Dept	Description	Original Budget	Amended Budget
001-1101-511-11-00	LEGISLATIVE/COMMISSION	EXECUTIVE SALARIES	\$44,000	\$44,000
001-1101-511-21-00	LEGISLATIVE/COMMISSION	FICA/MEDICARE TAXES	\$3,400	\$3,400
001-1101-511-23-00	LEGISLATIVE/COMMISSION	LIFE & HEALTH INSURANCE	\$16,400	\$19,900
001-1101-511-24-00	LEGISLATIVE/COMMISSION	WORKERS COMP INSURANCE	\$100	\$100
001-1101-511-40-01	LEGISLATIVE/COMMISSION	REGULAR TRAVEL	\$2,000	\$3,600
001-1101-511-42-00	LEGISLATIVE/COMMISSION	POSTAGE, FRT, EXPRESS	\$100	\$100
001-1101-511-47-00	LEGISLATIVE/COMMISSION	PRINTING & BINDING	\$300	\$400
001-1101-511-49-10	LEGISLATIVE/COMMISSION	OTHER SPECIAL COSTS	\$0	\$15,400
001-1101-511-54-00	LEGISLATIVE/COMMISSION	BOOKS/PUBL/SUBSCR/MEMBERS	\$2,500	\$2,800
001-1101-511-55-01	LEGISLATIVE/COMMISSION	TRAINING & EDUCATION COST	\$5,000	\$5,000
001-1201-512-11-00	EXECUTIVE/CITY MANAGER	EXECUTIVE SALARIES	\$144,400	\$146,000
001-1201-512-12-00	EXECUTIVE/CITY MANAGER	REGULAR SALARIES & WAGE	\$50,500	\$50,600
001-1201-512-21-00	EXECUTIVE/CITY MANAGER	FICA TAXES	\$15,100	\$15,100
001-1201-512-22-00	EXECUTIVE/CITY MANAGER	RETIREMENT CONTRIBUTION	\$33,400	\$33,700
001-1201-512-23-00	EXECUTIVE/CITY MANAGER	LIFE & HEALTH INSURANCE	\$17,100	\$17,100
001-1201-512-24-00	EXECUTIVE/CITY MANAGER	WORKERS COMP INSURANCE	\$400	\$400
001-1201-512-25-00	EXECUTIVE/CITY MANAGER	UNEMPLOYMENT COMP	\$300	\$300
001-1201-512-31-50	EXECUTIVE/CITY MANAGER	LEGAL/OFFICIAL ADVERTISNG	\$12,000	\$16,600
001-1201-512-34-00	EXECUTIVE/CITY MANAGER	OTHER SERVICES	\$21,500	\$16,900
001-1201-512-40-01	EXECUTIVE/CITY MANAGER	REGULAR TRAVEL	\$2,800	\$2,800
001-1201-512-41-00	EXECUTIVE/CITY MANAGER	COMMUNICATION SERVICES	\$600	\$600
001-1201-512-42-00	EXECUTIVE/CITY MANAGER	POSTAGE, FRT, EXPRESS	\$500	\$500
001-1201-512-44-00	EXECUTIVE/CITY MANAGER	RENTALS & LEASES	\$1,400	\$1,400
001-1201-512-46-11	EXECUTIVE/CITY MANAGER	MAINTENANCE CONTRACTS	\$1,400	\$1,400
001-1201-512-47-00	EXECUTIVE/CITY MANAGER	PRINTING & BINDING	\$2,600	\$2,400
001-1201-512-48-10	EXECUTIVE/CITY MANAGER	PROMO ACT.-SPECIAL EVENTS	\$3,000	\$3,200
001-1201-512-49-01	EXECUTIVE/CITY MANAGER	MISC EXPENSE	\$3,600	\$3,600
001-1201-512-49-60	EXECUTIVE/CITY MANAGER	ELECTION EXPENSE	\$12,000	\$12,000
001-1201-512-51-00	EXECUTIVE/CITY MANAGER	OFFICE SUPPLIES	\$3,000	\$3,000
001-1201-512-52-05	EXECUTIVE/CITY MANAGER	MEETING EXPENSE	\$500	\$500
001-1201-512-52-19	EXECUTIVE/CITY MANAGER	UNIFORMS	\$200	\$400
001-1201-512-54-00	EXECUTIVE/CITY MANAGER	BOOKS/PUBL/SUBSCR/MEMBERS	\$2,600	\$3,300
001-1201-512-55-01	EXECUTIVE/CITY MANAGER	TRAINING & EDUCATION COST	\$4,200	\$3,300
001-1201-512-82-50	EXECUTIVE/CITY MANAGER	PASS-THROUGH CONTRIBUTION	\$1,700	\$1,700
001-1201-514-31-01	EXECUTIVE/CITY MANAGER	PROFESSIONAL SERVICES	\$110,000	\$92,000
001-1201-515-31-01	EXECUTIVE/CITY MANAGER	PROFESSIONAL SERVICES	\$55,000	\$73,000
001-1301-513-11-00	FINANCE/ACCOUNTING	EXECUTIVE SALARIES	\$104,900	\$106,800
001-1301-513-12-00	FINANCE/ACCOUNTING	REGULAR SALARIES & WAGE	\$181,600	\$186,100
001-1301-513-14-00	FINANCE/ACCOUNTING	OVERTIME	\$200	\$200
001-1301-513-21-00	FINANCE/ACCOUNTING	FICA/MEDICARE TAXES	\$22,100	\$22,100
001-1301-513-22-00	FINANCE/ACCOUNTING	RETIREMENT CONTRIBUTION	\$23,400	\$23,900
001-1301-513-23-00	FINANCE/ACCOUNTING	LIFE & HEALTH INSURANCE	\$41,600	\$41,600

Attachment: Expenditures (1494 : Final Budget Amendment FY2015-16)

Account	Dept	Description	Original Budget	Amended Budget
001-1301-513-24-00	FINANCE/ACCOUNTING	WORKERS COMP INSURANCE	\$500	\$500
001-1301-513-25-00	FINANCE/ACCOUNTING	UNEMPLOYMENT COMP	\$500	\$500
001-1301-513-32-00	FINANCE/ACCOUNTING	ACCOUNTING & AUDITING	\$62,000	\$62,000
001-1301-513-34-00	FINANCE/ACCOUNTING	OTHER SERVICES	\$17,700	\$17,700
001-1301-513-40-01	FINANCE/ACCOUNTING	REGULAR TRAVEL	\$3,100	\$3,100
001-1301-513-41-00	FINANCE/ACCOUNTING	COMMUNICATION SERVICES	\$600	\$600
001-1301-513-42-00	FINANCE/ACCOUNTING	POSTAGE, FRT, EXPRESS	\$40,000	\$32,600
001-1301-513-44-00	FINANCE/ACCOUNTING	RENTALS & LEASES	\$8,400	\$8,400
001-1301-513-46-01	FINANCE/ACCOUNTING	REPAIRS & MAINTENANCE	\$400	\$400
001-1301-513-46-11	FINANCE/ACCOUNTING	MAINTENANCE CONTRACTS	\$3,000	\$3,000
001-1301-513-47-00	FINANCE/ACCOUNTING	PRINTING & BINDING	\$10,500	\$10,500
001-1301-513-49-01	FINANCE/ACCOUNTING	MISC EXPENSE	\$500	\$500
001-1301-513-49-59	FINANCE/ACCOUNTING	BAD DEBT EXPENSE	\$20,000	\$20,000
001-1301-513-51-00	FINANCE/ACCOUNTING	OFFICE SUPPLIES	\$6,300	\$6,300
001-1301-513-52-01	FINANCE/ACCOUNTING	OPERATING SUPPLIES	\$100	\$100
001-1301-513-52-05	FINANCE/ACCOUNTING	MEETING EXPENSE	\$200	\$200
001-1301-513-52-19	FINANCE/ACCOUNTING	UNIFORM EXPENSE	\$1,000	\$1,500
001-1301-513-52-20	FINANCE/ACCOUNTING	CLOTHING & EQUIP	\$1,000	\$1,000
001-1301-513-54-00	FINANCE/ACCOUNTING	BOOKS/PUBL/SUBSCR/MEMBERS	\$1,400	\$1,400
001-1301-513-55-01	FINANCE/ACCOUNTING	TRAINING & EDUCATION COST	\$1,500	\$1,500
001-1303-513-12-00	FINANCE/CUSTOMER SERVICE	REGULAR SALARIES & WAGE	\$136,700	\$136,700
001-1303-513-14-00	FINANCE/CUSTOMER SERVICE	OVERTIME	\$300	\$300
001-1303-513-21-00	FINANCE/CUSTOMER SERVICE	FICA/MEDICARE TAXES	\$10,600	\$10,600
001-1303-513-22-00	FINANCE/CUSTOMER SERVICE	RETIREMENT CONTRIBUTION	\$9,900	\$9,900
001-1303-513-23-00	FINANCE/CUSTOMER SERVICE	LIFE & HEALTH INSURANCE	\$41,000	\$40,700
001-1303-513-24-00	FINANCE/CUSTOMER SERVICE	WORKERS COMP INSURANCE	\$300	\$300
001-1303-513-25-00	FINANCE/CUSTOMER SERVICE	UNEMPLOYMENT COMP	\$300	\$300
001-1303-513-52-19	FINANCE/CUSTOMER SERVICE	UNIFORM EXPENSE	\$500	\$800
001-1306-516-12-00	FINANCE/ADMIN SVCS/IT	REGULAR SALARIES & WAGE	\$75,600	\$76,600
001-1306-516-13-00	FINANCE/ADMIN SVCS/IT	OTHER SALARIES & WAGES	\$22,400	\$21,400
001-1306-516-21-00	FINANCE/ADMIN SVCS/IT	FICA/MEDICARE TAXES	\$7,600	\$7,600
001-1306-516-22-00	FINANCE/ADMIN SVCS/IT	RETIREMENT CONTRIBUTION	\$7,100	\$7,100
001-1306-516-23-00	FINANCE/ADMIN SVCS/IT	LIFE & HEALTH INSURANCE	\$8,600	\$8,600
001-1306-516-24-00	FINANCE/ADMIN SVCS/IT	WORKERS COMP INSURANCE	\$200	\$200
001-1306-516-25-00	FINANCE/ADMIN SVCS/IT	UNEMPLOYMENT COMP	\$200	\$200
001-1306-516-34-00	FINANCE/ADMIN SVCS/IT	OTHER SERVICES	\$87,600	\$86,100
001-1306-516-40-01	FINANCE/ADMIN SVCS/IT	REGULAR TRAVEL	\$2,000	\$2,000
001-1306-516-41-00	FINANCE/ADMIN SVCS/IT	COMMUNICATION SERVICES	\$41,300	\$41,300
001-1306-516-42-00	FINANCE/ADMIN SVCS/IT	POSTAGE, FRT, EXPRESS	\$200	\$200
001-1306-516-44-00	FINANCE/ADMIN SVCS/IT	RENTALS & LEASES	\$5,500	\$5,500
001-1306-516-46-01	FINANCE/ADMIN SVCS/IT	REPAIRS & MAINTENANCE	\$5,000	\$5,600
001-1306-516-46-02	FINANCE/ADMIN SVCS/IT	COMPUTERS	\$400	\$1,000

Attachment: Expenditures (1494 : Final Budget Amendment FY2015-16)

Account	Dept	Description	Original Budget	Amended Budget
001-1306-516-46-11	FINANCE/ADMIN SVCS/IT	MAINTENANCE CONTRACTS	\$700	\$700
001-1306-516-51-00	FINANCE/ADMIN SVCS/IT	OFFICE SUPPLIES	\$500	\$500
001-1306-516-52-02	FINANCE/ADMIN SVCS/IT	COMPUTERS	\$12,000	\$23,800
001-1306-516-52-19	FINANCE/ADMIN SVCS/IT	UNIFORM EXPENSE	\$200	\$400
001-1306-516-54-00	FINANCE/ADMIN SVCS/IT	BOOKS/PUBL/SUBSCR/MEMBERS	\$200	\$300
001-1306-516-55-01	FINANCE/ADMIN SVCS/IT	TRAINING & EDUCATION COST	\$1,200	\$1,200
001-1306-516-64-00	FINANCE/ADMIN SVCS/IT	MACHINERY & EQUIPMENT	\$54,500	\$42,700
001-1310-513-12-00	FINANCE/PERSONNEL	REGULAR SALARIES & WAGE	\$62,200	\$62,300
001-1310-513-21-00	FINANCE/PERSONNEL	FICA/MEDICARE TAXES	\$4,900	\$4,900
001-1310-513-22-00	FINANCE/PERSONNEL	RETIREMENT CONTRIBUTION	\$4,500	\$4,600
001-1310-513-23-00	FINANCE/PERSONNEL	LIFE & HEALTH INSURANCE	\$8,400	\$8,400
001-1310-513-24-00	FINANCE/PERSONNEL	WORKERS COMP INSURANCE	\$200	\$200
001-1310-513-25-00	FINANCE/PERSONNEL	UNEMPLOYMENT COMP	\$100	\$100
001-1310-513-31-01	FINANCE/PERSONNEL	PROFESSIONAL SERVICES	\$43,600	\$44,600
001-1310-513-34-30	FINANCE/PERSONNEL	EMPLOY ADS/JOB OPPORTUNIT	\$1,500	\$1,500
001-1310-513-40-01	FINANCE/PERSONNEL	REGULAR TRAVEL	\$1,100	\$1,100
001-1310-513-41-00	FINANCE/PERSONNEL	COMMUNICATION SERVICES	\$600	\$600
001-1310-513-42-00	FINANCE/PERSONNEL	POSTAGE, FRT, EXPRESS	\$500	\$500
001-1310-513-44-00	FINANCE/PERSONNEL	RENTALS & LEASES	\$700	\$700
001-1310-513-45-00	FINANCE/PERSONNEL	INSURANCE/NON-EMPLOYEE	\$184,400	\$187,900
001-1310-513-45-01	FINANCE/PERSONNEL	INSURANCE CONTINGENCY	\$7,500	\$8,000
001-1310-513-46-11	FINANCE/PERSONNEL	MAINTENANCE CONTRACTS	\$400	\$600
001-1310-513-49-10	FINANCE/PERSONNEL	OTHER SPECIAL COSTS	\$17,000	\$12,400
001-1310-513-49-29	FINANCE/PERSONNEL	OTHER PERSONAL SERVICES	\$4,100	\$4,100
001-1310-513-51-00	FINANCE/PERSONNEL	OFFICE SUPPLIES	\$500	\$500
001-1310-513-52-19	FINANCE/PERSONNEL	UNIFORM EXPENSE	\$200	\$400
001-1310-513-54-00	FINANCE/PERSONNEL	BOOKS/PUBL/SUBSCR/MEMBERS	\$1,100	\$1,100
001-1310-513-55-01	FINANCE/PERSONNEL	TRAINING & EDUCATION COST	\$5,400	\$4,400
001-1310-514-31-01	FINANCE/PERSONNEL	PROFESSIONAL SERVICES	\$25,000	\$25,000
001-2110-521-11-00	LAW ENFORCEMENT/ADMINISTR	EXECUTIVE SALARIES	\$79,400	\$80,800
001-2110-521-12-00	LAW ENFORCEMENT/ADMINISTR	REGULAR SALARIES & WAGE	\$1,017,200	\$1,017,200
001-2110-521-13-00	LAW ENFORCEMENT/ADMINISTR	OTHER SALARIES & WAGES	\$85,700	\$85,700
001-2110-521-14-00	LAW ENFORCEMENT/ADMINISTR	OVERTIME	\$65,900	\$67,300
001-2110-521-15-00	LAW ENFORCEMENT/ADMINISTR	INCENTIVE PAY	\$13,200	\$13,300
001-2110-521-21-00	LAW ENFORCEMENT/ADMINISTR	FICA TAXES	\$96,000	\$96,000
001-2110-521-22-00	LAW ENFORCEMENT/ADMINISTR	RETIREMENT CONTRIBUTION	\$524,800	\$526,800
001-2110-521-23-00	LAW ENFORCEMENT/ADMINISTR	LIFE & HEALTH INSURANCE	\$207,100	\$207,700
001-2110-521-24-00	LAW ENFORCEMENT/ADMINISTR	WORKERS COMP INSURANCE	\$27,900	\$27,900
001-2110-521-25-00	LAW ENFORCEMENT/ADMINISTR	UNEMPLOYMENT COMP	\$1,900	\$1,900
001-2110-521-31-01	LAW ENFORCEMENT/ADMINISTR	PROFESSIONAL SERVICES	\$15,900	\$8,000
001-2110-521-31-50	LAW ENFORCEMENT/ADMINISTR	LEGAL/OFFICIAL ADVERTISNG	\$0	\$800
001-2110-521-34-00	LAW ENFORCEMENT/ADMINISTR	OTHER SERVICES	\$8,500	\$13,400

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Account	Dept	Description	Original Budget	Amended Budget
001-2110-521-34-90	LAW ENFORCEMENT/ADMINISTRATIVE	HUMANE SOCIETY SERVICES	\$30,000	\$31,300
001-2110-521-35-00	LAW ENFORCEMENT/ADMINISTRATIVE	INVESTIGATION COSTS	\$6,000	\$4,700
001-2110-521-40-01	LAW ENFORCEMENT/ADMINISTRATIVE	REGULAR TRAVEL	\$3,000	\$3,000
001-2110-521-41-00	LAW ENFORCEMENT/ADMINISTRATIVE	COMMUNICATION SERVICES	\$5,700	\$5,700
001-2110-521-42-00	LAW ENFORCEMENT/ADMINISTRATIVE	POSTAGE, FRT, EXPRESS	\$700	\$700
001-2110-521-44-00	LAW ENFORCEMENT/ADMINISTRATIVE	RENTALS & LEASES	\$2,400	\$2,400
001-2110-521-46-01	LAW ENFORCEMENT/ADMINISTRATIVE	REPAIRS & MAINTENANCE	\$2,200	\$2,800
001-2110-521-46-11	LAW ENFORCEMENT/ADMINISTRATIVE	MAINTENANCE CONTRACTS	\$10,400	\$10,400
001-2110-521-46-50	LAW ENFORCEMENT/ADMINISTRATIVE	VEHICLE REPAIRS	\$33,000	\$33,000
001-2110-521-46-59	LAW ENFORCEMENT/ADMINISTRATIVE	PORTN OF 4650 REIMB BY EE	\$0	\$0
001-2110-521-47-00	LAW ENFORCEMENT/ADMINISTRATIVE	PRINTING & BINDING	\$1,000	\$1,000
001-2110-521-49-01	LAW ENFORCEMENT/ADMINISTRATIVE	MISC EXPENSE	\$200	\$200
001-2110-521-51-00	LAW ENFORCEMENT/ADMINISTRATIVE	OFFICE SUPPLIES	\$3,000	\$3,400
001-2110-521-52-01	LAW ENFORCEMENT/ADMINISTRATIVE	OPERATING SUPPLIES	\$6,600	\$7,200
001-2110-521-52-05	LAW ENFORCEMENT/ADMINISTRATIVE	MEETING EXPENSE	\$100	\$100
001-2110-521-52-19	LAW ENFORCEMENT/ADMINISTRATIVE	UNIFORM EXPENSE	\$6,900	\$6,900
001-2110-521-52-20	LAW ENFORCEMENT/ADMINISTRATIVE	CLOTHING & EQUIP	\$13,000	\$16,100
001-2110-521-52-21	LAW ENFORCEMENT/ADMINISTRATIVE	PROGRAM EXPENSE	\$500	\$500
001-2110-521-52-50	LAW ENFORCEMENT/ADMINISTRATIVE	FUEL & OIL SUPPLIES	\$85,000	\$85,000
001-2110-521-54-00	LAW ENFORCEMENT/ADMINISTRATIVE	BOOKS/PUBL/SUBSCR/MEMBERS	\$1,000	\$1,000
001-2110-521-55-01	LAW ENFORCEMENT/ADMINISTRATIVE	TRAINING & EDUCATION COST	\$9,000	\$9,000
001-2110-521-55-20	LAW ENFORCEMENT/ADMINISTRATIVE	2ND DOLLAR FUND	\$2,500	\$2,500
001-2110-521-56-10	LAW ENFORCEMENT/ADMINISTRATIVE	VIP PROGRAM EXPENSE	\$500	\$500
001-2110-521-64-00	LAW ENFORCEMENT/ADMINISTRATIVE	MACHINERY & EQUIPMENT	\$39,000	\$39,000
001-2210-522-11-00	FIRE CONTROL/ADMINISTRATIVE	EXECUTIVE SALARIES	\$87,000	\$88,000
001-2210-522-12-00	FIRE CONTROL/ADMINISTRATIVE	REGULAR SALARIES & WAGE	\$615,200	\$592,300
001-2210-522-14-00	FIRE CONTROL/ADMINISTRATIVE	OVERTIME	\$101,900	\$101,900
001-2210-522-15-00	FIRE CONTROL/ADMINISTRATIVE	INCENTIVE PAY	\$4,400	\$4,400
001-2210-522-21-00	FIRE CONTROL/ADMINISTRATIVE	FICA TAXES	\$61,600	\$61,600
001-2210-522-22-00	FIRE CONTROL/ADMINISTRATIVE	RETIREMENT CONTRIBUTION	\$262,500	\$262,500
001-2210-522-23-00	FIRE CONTROL/ADMINISTRATIVE	LIFE & HEALTH INSURANCE	\$108,100	\$108,100
001-2210-522-24-00	FIRE CONTROL/ADMINISTRATIVE	WORKERS COMP INSURANCE	\$22,500	\$22,500
001-2210-522-25-00	FIRE CONTROL/ADMINISTRATIVE	UNEMPLOYMENT COMP	\$1,200	\$1,200
001-2210-522-31-01	FIRE CONTROL/ADMINISTRATIVE	PROFESSIONAL SERVICES	\$6,400	\$6,400
001-2210-522-34-00	FIRE CONTROL/ADMINISTRATIVE	OTHER SERVICES	\$1,500	\$1,500
001-2210-522-40-01	FIRE CONTROL/ADMINISTRATIVE	REGULAR TRAVEL	\$300	\$300
001-2210-522-41-00	FIRE CONTROL/ADMINISTRATIVE	COMMUNICATION SERVICES	\$1,300	\$1,300
001-2210-522-42-00	FIRE CONTROL/ADMINISTRATIVE	POSTAGE, FRT, EXPRESS	\$400	\$400
001-2210-522-44-00	FIRE CONTROL/ADMINISTRATIVE	RENTALS & LEASES	\$17,400	\$17,400
001-2210-522-46-01	FIRE CONTROL/ADMINISTRATIVE	REPAIRS & MAINTENANCE	\$7,200	\$7,200
001-2210-522-46-11	FIRE CONTROL/ADMINISTRATIVE	MAINTENANCE CONTRACTS	\$10,200	\$10,200
001-2210-522-46-50	FIRE CONTROL/ADMINISTRATIVE	VEHICLE REPAIRS	\$15,000	\$15,000

Attachment: Expenditures (1494 : Final Budget Amendment FY2015-16)

Account	Dept	Description	Original Budget	Amended Budget
001-2210-522-47-00	FIRE CONTROL/ADMINISTRATIVE	PRINTING & BINDING	\$1,000	\$1,000
001-2210-522-49-01	FIRE CONTROL/ADMINISTRATIVE	MISC EXPENSE	\$0	\$500
001-2210-522-51-00	FIRE CONTROL/ADMINISTRATIVE	OFFICE SUPPLIES	\$500	\$500
001-2210-522-52-01	FIRE CONTROL/ADMINISTRATIVE	OPERATING SUPPLIES	\$33,500	\$45,000
001-2210-522-52-05	FIRE CONTROL/ADMINISTRATIVE	MEETING EXPENSE	\$300	\$400
001-2210-522-52-06	FIRE CONTROL/ADMINISTRATIVE	TRAINING SUPPLIES	\$2,000	\$2,000
001-2210-522-52-19	FIRE CONTROL/ADMINISTRATIVE	UNIFORM EXPENSE	\$6,000	\$6,000
001-2210-522-52-50	FIRE CONTROL/ADMINISTRATIVE	FUEL & OIL SUPPLIES	\$10,000	\$10,000
001-2210-522-52-70	FIRE CONTROL/ADMINISTRATIVE	EMS SUPPLIES	\$10,000	\$8,400
001-2210-522-52-90	FIRE CONTROL/ADMINISTRATIVE	FIRE PREVENTION SUPPLIES	\$1,000	\$1,000
001-2210-522-54-00	FIRE CONTROL/ADMINISTRATIVE	BOOKS/PUBL/SUBSCR/MEMBERS	\$1,200	\$1,200
001-2210-522-55-01	FIRE CONTROL/ADMINISTRATIVE	TRAINING & EDUCATION COST	\$12,600	\$12,600
001-2210-522-64-00	FIRE CONTROL/ADMINISTRATIVE	MACHINERY & EQUIPMENT	\$36,000	\$24,500
001-4141-541-11-00	COMMUNITY SERVICES/ROADS	EXECUTIVE SALARIES	\$23,200	\$23,200
001-4141-541-12-00	COMMUNITY SERVICES/ROADS	REGULAR SALARIES & WAGE	\$125,200	\$125,200
001-4141-541-14-00	COMMUNITY SERVICES/ROADS	OVERTIME	\$900	\$900
001-4141-541-21-00	COMMUNITY SERVICES/ROADS	FICA/MEDICARE TAXES	\$11,600	\$11,600
001-4141-541-22-00	COMMUNITY SERVICES/ROADS	RETIREMENT CONTRIBUTION	\$10,800	\$10,800
001-4141-541-23-00	COMMUNITY SERVICES/ROADS	LIFE & HEALTH INSURANCE	\$29,400	\$29,400
001-4141-541-24-00	COMMUNITY SERVICES/ROADS	WORKERS COMP INSURANCE	\$8,700	\$8,700
001-4141-541-25-00	COMMUNITY SERVICES/ROADS	UNEMPLOYMENT COMP	\$300	\$300
001-4141-541-31-01	COMMUNITY SERVICES/ROADS	PROFESSIONAL SERVICES	\$2,000	\$2,000
001-4141-541-40-01	COMMUNITY SERVICES/ROADS	REGULAR TRAVEL	\$300	\$300
001-4141-541-41-00	COMMUNITY SERVICES/ROADS	COMMUNICATION SERVICES	\$300	\$600
001-4141-541-42-00	COMMUNITY SERVICES/ROADS	POSTAGE, FRT, EXPRESS	\$500	\$500
001-4141-541-44-00	COMMUNITY SERVICES/ROADS	RENTALS & LEASES	\$3,000	\$3,000
001-4141-541-46-01	COMMUNITY SERVICES/ROADS	REPAIRS & MAINTENANCE	\$20,000	\$359,200
001-4141-541-46-10	COMMUNITY SERVICES/ROADS	TRAFFIC LIGHT REPAIRS	\$38,100	\$42,100
001-4141-541-46-12	COMMUNITY SERVICES/ROADS	STREET LIGHT REPAIRS	\$5,000	\$13,700
001-4141-541-49-20	COMMUNITY SERVICES/ROADS	TREE REMOVAL	\$12,000	\$12,000
001-4141-541-52-01	COMMUNITY SERVICES/ROADS	OPERATING SUPPLIES	\$5,100	\$5,100
001-4141-541-52-04	COMMUNITY SERVICES/ROADS	SMALL TOOLS & EQUIPMENT	\$1,500	\$2,000
001-4141-541-52-10	COMMUNITY SERVICES/ROADS	SIGNS & MATERIALS	\$6,000	\$6,000
001-4141-541-52-19	COMMUNITY SERVICES/ROADS	UNIFORM EXPENSE	\$1,200	\$1,200
001-4141-541-53-00	COMMUNITY SERVICES/ROADS	ROAD MATERIAL & SUPPLIES	\$15,000	\$15,000
001-4141-541-55-01	COMMUNITY SERVICES/ROADS	TRAINING & EDUCATION COST	\$3,000	\$3,000
001-4141-541-63-00	COMMUNITY SERVICES/ROADS	INFRASTRUCTURE	\$528,700	\$188,700
001-4141-541-64-00	COMMUNITY SERVICES/ROADS	MACHINERY & EQUIPMENT	\$1,700	\$1,700
001-4150-519-40-01	COMMUNITY SERVICES/PUBLIC	REGULAR TRAVEL	\$1,500	\$1,900
001-4150-519-42-00	COMMUNITY SERVICES/PUBLIC	POSTAGE, FRT, EXPRESS	\$200	\$200
001-4150-519-44-00	COMMUNITY SERVICES/PUBLIC	RENTALS & LEASES	\$700	\$700
001-4150-519-46-01	COMMUNITY SERVICES/PUBLIC	REPAIRS & MAINTENANCE	\$1,000	\$1,000

Attachment: Expenditures (1494 : Final Budget Amendment FY2015-16)

Account	Dept	Description	Original Budget	Amended Budget
001-4150-519-46-11	COMMUNITY SERVICES/PUBLIC	MAINTENANCE CONTRACTS	\$3,600	\$3,600
001-4150-519-47-00	COMMUNITY SERVICES/PUBLIC	PRINTING & BINDING	\$300	\$300
001-4150-519-51-00	COMMUNITY SERVICES/PUBLIC	OFFICE SUPPLIES	\$3,100	\$2,700
001-4150-519-52-01	COMMUNITY SERVICES/PUBLIC	OPERATING SUPPLIES	\$1,000	\$700
001-4150-519-54-00	COMMUNITY SERVICES/PUBLIC	BOOKS/PUBL/SUBSCR/MEMBERS	\$200	\$500
001-4150-519-55-01	COMMUNITY SERVICES/PUBLIC	TRAINING & EDUCATION COST	\$1,500	\$1,500
001-4160-519-12-00	COMMUNITY SERVICES/PUBLIC	REGULAR SALARIES & WAGE	\$111,500	\$112,700
001-4160-519-14-00	COMMUNITY SERVICES/PUBLIC	OVERTIME	\$600	\$600
001-4160-519-21-00	COMMUNITY SERVICES/PUBLIC	FICA/MEDICARE TAXES	\$8,800	\$8,800
001-4160-519-22-00	COMMUNITY SERVICES/PUBLIC	RETIREMENT CONTRIBUTION	\$8,100	\$8,300
001-4160-519-23-00	COMMUNITY SERVICES/PUBLIC	LIFE & HEALTH INSURANCE	\$24,800	\$24,800
001-4160-519-24-00	COMMUNITY SERVICES/PUBLIC	WORKERS COMP INSURANCE	\$3,000	\$3,000
001-4160-519-25-00	COMMUNITY SERVICES/PUBLIC	UNEMPLOYMENT COMP	\$200	\$200
001-4160-519-40-01	COMMUNITY SERVICES/PUBLIC	REGULAR TRAVEL	\$400	\$400
001-4160-519-41-00	COMMUNITY SERVICES/PUBLIC	COMMUNICATION SERVICES	\$600	\$600
001-4160-519-42-00	COMMUNITY SERVICES/PUBLIC	POSTAGE, FRT, EXPRESS	\$500	\$500
001-4160-519-44-00	COMMUNITY SERVICES/PUBLIC	RENTALS & LEASES	\$1,000	\$1,000
001-4160-519-46-01	COMMUNITY SERVICES/PUBLIC	REPAIRS & MAINTENANCE	\$3,300	\$3,300
001-4160-519-46-50	COMMUNITY SERVICES/PUBLIC	VEHICLE REPAIRS	\$30,900	\$29,500
001-4160-519-52-01	COMMUNITY SERVICES/PUBLIC	OPERATING SUPPLIES	\$7,300	\$7,300
001-4160-519-52-02	COMMUNITY SERVICES/PUBLIC	COMPUTERS	\$1,700	\$1,700
001-4160-519-52-04	COMMUNITY SERVICES/PUBLIC	SMALL TOOLS & EQUIPMENT	\$1,200	\$1,200
001-4160-519-52-19	COMMUNITY SERVICES/PUBLIC	UNIFORM EXPENSE	\$1,600	\$1,600
001-4160-519-52-50	COMMUNITY SERVICES/PUBLIC	FUEL & OIL SUPPLIES	\$27,000	\$27,000
001-4160-519-54-00	COMMUNITY SERVICES/PUBLIC	BOOKS/PUBL/SUBSCR/MEMBERS	\$100	\$100
001-4160-519-55-01	COMMUNITY SERVICES/PUBLIC	TRAINING & EDUCATION COST	\$900	\$900
001-4160-519-64-00	COMMUNITY SERVICES/PUBLIC	MACHINERY & EQUIPMENT	\$35,000	\$45,000
001-4172-572-11-00	COMMUNITY SERVICES/BLDG &	EXECUTIVE SALARIES	\$23,200	\$23,200
001-4172-572-12-00	COMMUNITY SERVICES/BLDG &	REGULAR SALARIES & WAGE	\$214,000	\$216,300
001-4172-572-14-00	COMMUNITY SERVICES/BLDG &	OVERTIME	\$1,800	\$1,800
001-4172-572-21-00	COMMUNITY SERVICES/BLDG &	FICA/MEDICARE TAXES	\$18,600	\$18,600
001-4172-572-22-00	COMMUNITY SERVICES/BLDG &	RETIREMENT CONTRIBUTION	\$19,600	\$19,600
001-4172-572-23-00	COMMUNITY SERVICES/BLDG &	LIFE & HEALTH INSURANCE	\$53,300	\$53,300
001-4172-572-24-00	COMMUNITY SERVICES/BLDG &	WORKERS COMP INSURANCE	\$4,800	\$4,800
001-4172-572-25-00	COMMUNITY SERVICES/BLDG &	UNEMPLOYMENT COMP	\$400	\$400
001-4172-572-31-01	COMMUNITY SERVICES/BLDG &	PROFESSIONAL SERVICES	\$2,000	\$2,000
001-4172-572-34-00	COMMUNITY SERVICES/BLDG &	OTHER SERVICES	\$143,400	\$143,400
001-4172-572-40-01	COMMUNITY SERVICES/BLDG &	REGULAR TRAVEL	\$400	\$400
001-4172-572-41-00	COMMUNITY SERVICES/BLDG &	COMMUNICATION SERVICES	\$1,200	\$1,200
001-4172-572-42-00	COMMUNITY SERVICES/BLDG &	POSTAGE, FRT, EXPRESS	\$500	\$500
001-4172-572-43-01	COMMUNITY SERVICES/BLDG &	UTILITY SERVICES	\$283,200	\$283,200
001-4172-572-44-00	COMMUNITY SERVICES/BLDG &	RENTALS & LEASES	\$1,000	\$1,000

Attachment: Expenditures (1494 : Final Budget Amendment FY2015-16)

Account	Dept	Description	Original Budget	Amended Budget
001-4172-572-46-01	COMMUNITY SERVICES/BLDG &	REPAIRS & MAINTENANCE	\$73,600	\$71,300
001-4172-572-46-60	COMMUNITY SERVICES/BLDG &	SMALL EQ REPAIR & MAINT	\$10,000	\$10,000
001-4172-572-48-10	COMMUNITY SERVICES/BLDG &	PROMO ACT.-SPECIAL EVENTS	\$6,000	\$6,000
001-4172-572-49-20	COMMUNITY SERVICES/BLDG &	TREE REMOVAL	\$2,000	\$2,000
001-4172-572-52-01	COMMUNITY SERVICES/BLDG &	OPERATING SUPPLIES	\$35,000	\$35,000
001-4172-572-52-04	COMMUNITY SERVICES/BLDG &	SMALL TOOLS & EQUIPMENT	\$3,700	\$3,700
001-4172-572-52-10	COMMUNITY SERVICES/BLDG &	SIGNS & MATERIALS	\$2,000	\$2,000
001-4172-572-52-19	COMMUNITY SERVICES/BLDG &	UNIFORM EXPENSE	\$1,800	\$1,800
001-4172-572-52-50	COMMUNITY SERVICES/BLDG &	FUEL & OIL SUPPLIES	\$3,700	\$3,700
001-4172-572-55-01	COMMUNITY SERVICES/BLDG &	TRAINING & EDUCATION COST	\$1,500	\$1,500
001-4172-572-62-00	COMMUNITY SERVICES/BLDG &	BUILDINGS	\$80,000	\$79,700
001-4172-572-63-00	COMMUNITY SERVICES/BLDG &	INFRASTRUCTURE	\$100,000	\$145,000
001-4172-572-64-00	COMMUNITY SERVICES/BLDG &	MACHINERY & EQUIPMENT	\$37,700	\$41,000
001-4172-572-65-00	COMMUNITY SERVICES/BLDG &	CONSTRUCTION IN PROGRESS	\$806,300	\$87,000
001-8110-581-91-04	INTERFUND TRANSFERS/INTERF	TRANSFER TO PERMITTING	\$141,400	\$145,000
002-4141-541-46-01	COMMUNITY SERVICES/ROADS	REPAIRS & MAINTENANCE	\$0	\$288,200
002-4141-541-63-10	COMMUNITY SERVICES/ROADS	2nd LOCAL OPTION GAS TAX	\$114,600	\$2,800
003-7220-572-34-00	PARKS & RECREATION/RECREAT	OTHER SERVICES	\$0	\$100
003-9010-590-99-01	OTHER NONOPERATING/OTHER	BUDGET RESVE/CONTINGENCY	\$0	\$0
004-4124-524-12-00	COMMUNITY SERVICES/PROTEC	REGULAR SALARIES & WAGE	\$180,800	\$177,700
004-4124-524-14-00	COMMUNITY SERVICES/PROTEC	OVERTIME	\$1,200	\$300
004-4124-524-21-00	COMMUNITY SERVICES/PROTEC	FICA/MEDICARE TAXES	\$14,100	\$13,400
004-4124-524-22-00	COMMUNITY SERVICES/PROTEC	RETIREMENT CONTRIBUTION	\$13,100	\$12,700
004-4124-524-23-00	COMMUNITY SERVICES/PROTEC	LIFE & HEALTH INSURANCE	\$33,200	\$30,100
004-4124-524-24-00	COMMUNITY SERVICES/PROTEC	WORKERS COMP INSURANCE	\$2,700	\$2,300
004-4124-524-25-00	COMMUNITY SERVICES/PROTEC	UNEMPLOYMENT COMP	\$300	\$300
004-4124-524-31-01	COMMUNITY SERVICES/PROTEC	PROFESSIONAL SERVICES	\$2,000	\$1,700
004-4124-524-34-00	COMMUNITY SERVICES/PROTEC	OTHER SERVICES	\$13,800	\$14,000
004-4124-524-40-01	COMMUNITY SERVICES/PROTEC	REGULAR TRAVEL	\$1,500	\$0
004-4124-524-41-00	COMMUNITY SERVICES/PROTEC	COMMUNICATION SERVICES	\$600	\$1,000
004-4124-524-42-00	COMMUNITY SERVICES/PROTEC	POSTAGE, FRT, EXPRESS	\$3,000	\$3,900
004-4124-524-44-00	COMMUNITY SERVICES/PROTEC	RENTALS & LEASES	\$2,700	\$2,800
004-4124-524-46-11	COMMUNITY SERVICES/PROTEC	MAINTENANCE CONTRACTS	\$2,100	\$1,700
004-4124-524-46-50	COMMUNITY SERVICES/PROTEC	VEHICLE REPAIRS	\$2,000	\$1,100
004-4124-524-47-00	COMMUNITY SERVICES/PROTEC	PRINTING & BINDING	\$1,300	\$1,200
004-4124-524-51-00	COMMUNITY SERVICES/PROTEC	OFFICE SUPPLIES	\$1,000	\$1,200
004-4124-524-52-01	COMMUNITY SERVICES/PROTEC	OPERATING SUPPLIES	\$500	\$0
004-4124-524-52-19	COMMUNITY SERVICES/PROTEC	UNIFORMS	\$800	\$1,400
004-4124-524-52-50	COMMUNITY SERVICES/PROTEC	FUEL & OIL SUPPLIES	\$4,500	\$2,400
004-4124-524-54-00	COMMUNITY SERVICES/PROTEC	BOOKS/PUBL/SUBSCR/MEMBERS	\$700	\$500
004-4124-524-55-01	COMMUNITY SERVICES/PROTEC	TRAINING & EDUCATION COST	\$3,100	\$1,500
005-4141-541-34-00	COMMUNITY SERVICES/ROADS	OTHER SERVICES	\$500	\$500

Attachment: Expenditures (1494 : Final Budget Amendment FY2015-16)

Account	Dept	Description	Original Budget	Amended Budget
006-2269-569-34-00	FIRE CONTROL/FIRE VICTIMS' A	OTHER SERVICES	\$0	\$100
101-9010-590-99-01	OTHER NONOPERATING/OTHER	BUDGET RESVE/CONTINGENCY	\$1,000	\$1,300
102-9010-590-99-01	OTHER NONOPERATING/OTHER	BUDGET RESVE/CONTINGENCY	\$1,000	\$1,500
103-9010-590-99-01	OTHER NONOPERATING/OTHER	BUDGET RESVE/CONTINGENCY	\$1,000	\$1,000
104-4172-572-63-00	COMMUNITY SERVICES/BLDG &	INFRASTRUCTURE	\$0	\$0
104-8110-581-91-01	COMMUNITY SERVICES/INTERFU	TRANSFER TO GENERAL FUND	\$0	\$10,000
104-9010-590-99-01	OTHER NONOPERATING/OTHER	BUDGET RESVE/CONTINGENCY	\$1,000	\$4,200
110-2120-521-34-00	LAW ENFORCEMENT/OPERATIO	OTHER SERVICES	\$0	\$200
110-2120-521-64-00	LAW ENFORCEMENT/OPERATIO	MACHINERY & EQUIPMENT	\$12,000	\$11,900
115-2110-521-34-00	LAW ENFORCEMENT/ADMINIST	OTHER SERVICES	\$0	\$100
115-2110-521-52-21	LAW ENFORCEMENT/ADMINIST	PROGRAM EXPENSE	\$1,000	\$1,000
130-5510-514-31-01	ECONOMIC ENVIRONMENT/GEN	PROFESSIONAL SERVICES	\$20,000	\$43,900
130-5510-552-12-00	ECONOMIC ENVIRONMENT/GEN	REGULAR SALARIES & WAGE	\$76,200	\$76,200
130-5510-552-14-00	ECONOMIC ENVIRONMENT/GEN	OVERTIME	\$900	\$900
130-5510-552-21-00	ECONOMIC ENVIRONMENT/GEN	FICA/MEDICARE TAXES	\$6,000	\$6,000
130-5510-552-22-00	ECONOMIC ENVIRONMENT/GEN	RETIREMENT CONTRIBUTION	\$5,600	\$5,600
130-5510-552-23-00	ECONOMIC ENVIRONMENT/GEN	LIFE & HEALTH INSURANCE	\$16,600	\$16,600
130-5510-552-24-00	ECONOMIC ENVIRONMENT/GEN	WORKERS COMP INSURANCE	\$200	\$200
130-5510-552-25-00	ECONOMIC ENVIRONMENT/GEN	UNEMPLOYMENT COMP	\$200	\$200
130-5510-552-31-01	ECONOMIC ENVIRONMENT/GEN	PROFESSIONAL SERVICES	\$20,000	\$20,000
130-5510-552-31-50	ECONOMIC ENVIRONMENT/GEN	LEGAL/OFFICIAL ADVERTISNG	\$1,000	\$1,000
130-5510-552-34-00	ECONOMIC ENVIRONMENT/GEN	OTHER SERVICES	\$131,800	\$107,900
130-5510-552-40-01	ECONOMIC ENVIRONMENT/GEN	REGULAR TRAVEL	\$500	\$500
130-5510-552-41-00	ECONOMIC ENVIRONMENT/GEN	COMMUNICATION SERVICES	\$100	\$200
130-5510-552-42-00	ECONOMIC ENVIRONMENT/GEN	POSTAGE, FRT, EXPRESS	\$2,000	\$2,000
130-5510-552-43-01	ECONOMIC ENVIRONMENT/GEN	UTILITY SERVICES	\$15,000	\$21,300
130-5510-552-44-00	ECONOMIC ENVIRONMENT/GEN	RENTALS & LEASES	\$1,500	\$1,500
130-5510-552-46-01	ECONOMIC ENVIRONMENT/GEN	REPAIRS & MAINTENANCE	\$20,200	\$13,400
130-5510-552-46-11	ECONOMIC ENVIRONMENT/GEN	MAINTENANCE CONTRACTS	\$1,100	\$1,100
130-5510-552-47-00	ECONOMIC ENVIRONMENT/GEN	PRINTING & BINDING	\$2,000	\$2,000
130-5510-552-48-00	ECONOMIC ENVIRONMENT/GEN	PROMO.ADVERTISING ACTIV.	\$2,000	\$2,000
130-5510-552-48-10	ECONOMIC ENVIRONMENT/GEN	SPECIAL EVENTS	\$17,500	\$17,500
130-5510-552-49-01	ECONOMIC ENVIRONMENT/GEN	MISC EXPENSE/MASTER PLAN	\$500	\$500
130-5510-552-49-20	ECONOMIC ENVIRONMENT/GEN	TREE REMOVAL	\$3,000	\$3,000
130-5510-552-49-59	ECONOMIC ENVIRONMENT/GEN	BAD DEBT EXPENSE	\$0	\$400
130-5510-552-51-00	ECONOMIC ENVIRONMENT/GEN	OFFICE SUPPLIES	\$500	\$500
130-5510-552-52-01	ECONOMIC ENVIRONMENT/GEN	OPERATING SUPPLIES	\$5,000	\$10,000
130-5510-552-52-10	ECONOMIC ENVIRONMENT/GEN	SIGNS & MATERIALS	\$5,000	\$5,000
130-5510-552-52-19	ECONOMIC ENVIRONMENT/GEN	UNIFORM EXPENSE	\$400	\$400
130-5510-552-54-00	ECONOMIC ENVIRONMENT/GEN	BOOKS/PUBL/SUBSCR/MEMBERS	\$7,000	\$7,000
130-5510-552-55-01	ECONOMIC ENVIRONMENT/GEN	TRAINING & EDUCATION COST	\$800	\$800
130-5510-552-62-00	ECONOMIC ENVIRONMENT/GEN	BUILDINGS	\$450,000	\$445,000

Attachment: Expenditures (1494 : Final Budget Amendment FY2015-16)

Account	Dept	Description	Original Budget	Amended Budget
130-5510-552-63-00	ECONOMIC ENVIRONMENT/GEN	INFRASTRUCTURE	\$2,884,800	\$2,973,500
130-5510-552-65-00	ECONOMIC ENVIRONMENT/GEN	CONSTRUCTION IN PROGRESS	\$30,000	\$30,000
130-5510-552-82-01	ECONOMIC ENVIRONMENT/GEN	PROPERTY IMPROVMNT GRANTS	\$100,000	\$100,000
130-5520-552-12-00	ECONOMIC ENVIRONMENT/PUBI	REGULAR SALARIES & WAGE	\$155,400	\$166,800
130-5520-552-14-00	ECONOMIC ENVIRONMENT/PUBI	OVERTIME	\$11,000	\$11,000
130-5520-552-15-00	ECONOMIC ENVIRONMENT/PUBI	INCENTIVE PAY	\$1,600	\$2,100
130-5520-552-21-00	ECONOMIC ENVIRONMENT/PUBI	FICA/MEDICARE TAXES	\$12,900	\$14,100
130-5520-552-22-00	ECONOMIC ENVIRONMENT/PUBI	RETIREMENT CONTRIBUTION	\$94,900	\$81,700
130-5520-552-23-00	ECONOMIC ENVIRONMENT/PUBI	LIFE & HEALTH INSURANCE	\$33,100	\$33,100
130-5520-552-24-00	ECONOMIC ENVIRONMENT/PUBI	WORKERS COMP INSURANCE	\$4,200	\$4,200
130-5520-552-25-00	ECONOMIC ENVIRONMENT/PUBI	UNEMPLOYMENT COMP	\$300	\$300
130-5520-552-31-01	ECONOMIC ENVIRONMENT/PUBI	PROFESSIONAL SERVICES	\$2,000	\$2,000
130-5520-552-34-00	ECONOMIC ENVIRONMENT/PUBI	OTHER SERVICES	\$1,500	\$1,500
130-5520-552-40-01	ECONOMIC ENVIRONMENT/PUBI	REGULAR TRAVEL	\$500	\$500
130-5520-552-41-00	ECONOMIC ENVIRONMENT/PUBI	COMMUNICATION SERVICES	\$1,200	\$1,200
130-5520-552-42-00	ECONOMIC ENVIRONMENT/PUBI	POSTAGE, FRT, EXPRESS	\$500	\$500
130-5520-552-46-01	ECONOMIC ENVIRONMENT/PUBI	REPAIRS & MAINTENANCE	\$500	\$500
130-5520-552-46-50	ECONOMIC ENVIRONMENT/PUBI	VEHICLE REPAIRS	\$6,700	\$6,700
130-5520-552-46-59	ECONOMIC ENVIRONMENT/PUBI	PORTN OF 4650 REIMB BY EE	\$0	\$0
130-5520-552-47-00	ECONOMIC ENVIRONMENT/PUBI	PRINTING & BINDING	\$1,000	\$1,000
130-5520-552-51-00	ECONOMIC ENVIRONMENT/PUBI	OFFICE SUPPLIES	\$500	\$600
130-5520-552-52-01	ECONOMIC ENVIRONMENT/PUBI	OPERATING SUPPLIES	\$1,800	\$1,800
130-5520-552-52-19	ECONOMIC ENVIRONMENT/PUBI	UNIFORM EXPENSE	\$4,300	\$4,300
130-5520-552-52-50	ECONOMIC ENVIRONMENT/PUBI	FUEL & OIL SUPPLIES	\$20,000	\$20,000
130-5520-552-55-01	ECONOMIC ENVIRONMENT/PUBI	TRAINING & EDUCATION COST	\$1,000	\$1,000
130-5550-552-34-00	ECONOMIC ENVIRONMENT/ECO	OTHER SERVICES	\$85,000	\$85,000
130-5550-552-40-01	ECONOMIC ENVIRONMENT/ECO	REGULAR TRAVEL	\$1,500	\$1,500
130-5550-552-48-00	ECONOMIC ENVIRONMENT/ECO	PROMO.ADVERTISING ACTIV.	\$2,000	\$2,000
130-5550-552-52-05	ECONOMIC ENVIRONMENT/ECO	MEETING EXPENSE	\$500	\$500
130-5550-552-54-00	ECONOMIC ENVIRONMENT/ECO	BOOKS/PUBL/SUBSCR/MEMBERS	\$1,100	\$1,100
130-5550-552-55-01	ECONOMIC ENVIRONMENT/ECO	TRAINING & EDUCATION COST	\$2,600	\$2,600
130-8110-581-91-20	INTERFUND TRANSFERS/INTER	TRANSFER TO DEBT SRVC FND	\$398,200	\$398,200
130-8110-581-91-23	INTERFUND TRANSFERS/INTER	TRANSFER TO SER.2013 DEBT	\$448,900	\$448,900
131-1701-517-71-80	DEBT SERVICE/DEBT SERVICE	DEBT SERVICE	\$320,000	\$320,100
131-1701-517-72-80	DEBT SERVICE/DEBT SERVICE	DEBT SERVICE	\$78,200	\$78,300
132-1701-517-71-01	DEBT SERVICE/DEBT SERVICE	GEN GOVT	\$350,000	\$350,000
132-1701-517-72-01	DEBT SERVICE/DEBT SERVICE	GEN GOVT	\$98,900	\$99,000
139-5590-552-34-00	ECONOMIC ENVIRONMENT/CRA	OTHER SERVICES	\$0	\$300
139-5590-552-65-00	ECONOMIC ENVIRONMENT/CRA	CONSTRUCTION IN PROGRESS	\$4,135,000	\$4,139,800
140-2110-521-13-00	LAW ENFORCEMENT/ADMINISTR	OTHER SALARIES & WAGES	\$20,800	\$0
140-2110-521-21-00	LAW ENFORCEMENT/ADMINISTR	FICA TAXES	\$1,600	\$0
140-2110-521-22-00	LAW ENFORCEMENT/ADMINISTR	RETIREMENT CONTRIBUTION	\$1,600	\$0

Attachment: Expenditures (1494 : Final Budget Amendment FY2015-16)

Account	Dept	Description	Original Budget	Amended Budget
140-2110-521-24-00	LAW ENFORCEMENT/ADMINISTRATIVE	WORKERS COMP INSURANCE	\$600	\$0
140-2110-521-25-00	LAW ENFORCEMENT/ADMINISTRATIVE	UNEMPLOYMENT COMP	\$100	\$0
140-2110-521-52-19	LAW ENFORCEMENT/ADMINISTRATIVE	UNIFORM EXPENSE	\$300	\$0
140-3020-535-63-00	PHYSICAL ENVIRONMENT/SEWER	INFRASTRUCTURE	\$57,300	\$57,300
140-4172-572-63-00	COMMUNITY SERVICES/BLDG & EQUIPMENT	INFRASTRUCTURE	\$15,000	\$40,000
150-2110-521-52-01	LAW ENFORCEMENT/ADMINISTRATIVE	OPERATING SUPPLIES	\$0	\$4,300
301-9010-590-99-01	CAPITAL PROJECTS/OTHER NON-REVENUE	BUDGET RESERVE/CONTINGENCY	\$0	\$100
400-3010-533-11-00	PHYSICAL ENVIRONMENT/WATER	EXECUTIVE SALARIES	\$18,600	\$18,600
400-3010-533-12-00	PHYSICAL ENVIRONMENT/WATER	REGULAR SALARIES & WAGES	\$473,800	\$473,800
400-3010-533-13-00	PHYSICAL ENVIRONMENT/WATER	OTHER SALARIES & WAGES	\$33,400	\$33,400
400-3010-533-14-00	PHYSICAL ENVIRONMENT/WATER	OVERTIME	\$21,900	\$24,700
400-3010-533-21-00	PHYSICAL ENVIRONMENT/WATER	FICA/MEDICARE TAXES	\$42,400	\$42,400
400-3010-533-22-00	PHYSICAL ENVIRONMENT/WATER	RETIREMENT CONTRIBUTION	\$39,600	\$39,600
400-3010-533-23-00	PHYSICAL ENVIRONMENT/WATER	LIFE & HEALTH INSURANCE	\$114,800	\$114,800
400-3010-533-24-00	PHYSICAL ENVIRONMENT/WATER	WORKERS COMP INSURANCE	\$14,700	\$14,700
400-3010-533-25-00	PHYSICAL ENVIRONMENT/WATER	UNEMPLOYMENT COMP	\$900	\$900
400-3010-533-31-01	PHYSICAL ENVIRONMENT/WATER	PROFESSIONAL SERVICES	\$40,100	\$40,100
400-3010-533-31-50	PHYSICAL ENVIRONMENT/WATER	LEGAL/OFFICIAL ADVERTISING	\$0	\$1,400
400-3010-533-34-00	PHYSICAL ENVIRONMENT/WATER	OTHER SERVICES	\$100,400	\$101,900
400-3010-533-40-01	PHYSICAL ENVIRONMENT/WATER	REGULAR TRAVEL	\$1,000	\$1,700
400-3010-533-41-00	PHYSICAL ENVIRONMENT/WATER	COMMUNICATION SERVICES	\$2,200	\$2,200
400-3010-533-42-00	PHYSICAL ENVIRONMENT/WATER	POSTAGE, FRT, EXPRESS	\$4,000	\$4,000
400-3010-533-43-01	PHYSICAL ENVIRONMENT/WATER	UTILITY SERVICES	\$165,000	\$165,000
400-3010-533-44-00	PHYSICAL ENVIRONMENT/WATER	RENTALS & LEASES	\$2,700	\$2,700
400-3010-533-45-00	PHYSICAL ENVIRONMENT/WATER	INSURANCE/NON-EMPLOYEE	\$23,000	\$24,700
400-3010-533-46-01	PHYSICAL ENVIRONMENT/WATER	REPAIRS & MAINTENANCE	\$169,000	\$163,400
400-3010-533-46-11	PHYSICAL ENVIRONMENT/WATER	MAINTENANCE CONTRACTS	\$23,200	\$23,200
400-3010-533-46-50	PHYSICAL ENVIRONMENT/WATER	VEHICLE REPAIRS	\$18,000	\$18,000
400-3010-533-47-00	PHYSICAL ENVIRONMENT/WATER	PRINTING & BINDING	\$2,500	\$2,500
400-3010-533-49-01	PHYSICAL ENVIRONMENT/WATER	MISC EXPENSE	\$0	\$900
400-3010-533-49-10	PHYSICAL ENVIRONMENT/WATER	OTHER SPECIAL COSTS	\$2,000	\$2,000
400-3010-533-49-59	PHYSICAL ENVIRONMENT/WATER	BAD DEBT EXPENSE	\$15,000	\$15,000
400-3010-533-51-00	PHYSICAL ENVIRONMENT/WATER	OFFICE SUPPLIES	\$1,500	\$1,500
400-3010-533-52-01	PHYSICAL ENVIRONMENT/WATER	OPERATING SUPPLIES	\$188,400	\$187,100
400-3010-533-52-04	PHYSICAL ENVIRONMENT/WATER	SMALL TOOLS & EQUIPMENT	\$700	\$700
400-3010-533-52-19	PHYSICAL ENVIRONMENT/WATER	UNIFORM EXPENSE	\$3,100	\$3,100
400-3010-533-52-50	PHYSICAL ENVIRONMENT/WATER	FUEL & OIL SUPPLIES	\$20,000	\$20,000
400-3010-533-54-00	PHYSICAL ENVIRONMENT/WATER	BOOKS/PUBL/SUBSCR/MEMBERS	\$2,500	\$2,500
400-3010-533-55-01	PHYSICAL ENVIRONMENT/WATER	TRAINING & EDUCATION COST	\$4,800	\$4,200
400-3020-535-11-00	PHYSICAL ENVIRONMENT/SEWER	EXECUTIVE SALARIES	\$18,600	\$18,600
400-3020-535-12-00	PHYSICAL ENVIRONMENT/SEWER	REGULAR SALARIES & WAGES	\$495,000	\$507,300
400-3020-535-14-00	PHYSICAL ENVIRONMENT/SEWER	OVERTIME	\$36,700	\$36,700

Attachment: Expenditures (1494 : Final Budget Amendment FY2015-16)

Account	Dept	Description	Original Budget	Amended Budget
400-3020-535-21-00	PHYSICAL ENVIRONMENT/SEWE	FICA/MEDICARE TAXES	\$42,400	\$42,400
400-3020-535-22-00	PHYSICAL ENVIRONMENT/SEWE	RETIREMENT CONTRIBUTION	\$39,700	\$44,100
400-3020-535-23-00	PHYSICAL ENVIRONMENT/SEWE	LIFE & HEALTH INSURANCE	\$100,200	\$100,200
400-3020-535-24-00	PHYSICAL ENVIRONMENT/SEWE	WORKERS COMP INSURANCE	\$11,200	\$11,200
400-3020-535-25-00	PHYSICAL ENVIRONMENT/SEWE	UNEMPLOYMENT COMP	\$900	\$900
400-3020-535-31-01	PHYSICAL ENVIRONMENT/SEWE	PROFESSIONAL SERVICES	\$68,300	\$81,500
400-3020-535-31-50	PHYSICAL ENVIRONMENT/SEWE	LEGAL/OFFICIAL ADVERTISING	\$0	\$1,000
400-3020-535-34-00	PHYSICAL ENVIRONMENT/SEWE	OTHER SERVICES	\$61,200	\$86,200
400-3020-535-40-01	PHYSICAL ENVIRONMENT/SEWE	REGULAR TRAVEL	\$500	\$500
400-3020-535-41-00	PHYSICAL ENVIRONMENT/SEWE	COMMUNICATION SERVICES	\$3,000	\$6,000
400-3020-535-42-00	PHYSICAL ENVIRONMENT/SEWE	POSTAGE, FRT, EXPRESS	\$3,000	\$3,000
400-3020-535-43-01	PHYSICAL ENVIRONMENT/SEWE	UTILITY SERVICES	\$140,000	\$136,500
400-3020-535-44-00	PHYSICAL ENVIRONMENT/SEWE	RENTALS & LEASES	\$2,700	\$2,700
400-3020-535-45-00	PHYSICAL ENVIRONMENT/SEWE	INSURANCE/NON-EMPLOYEE	\$23,000	\$23,300
400-3020-535-46-01	PHYSICAL ENVIRONMENT/SEWE	REPAIRS & MAINTENANCE	\$217,700	\$196,500
400-3020-535-46-11	PHYSICAL ENVIRONMENT/SEWE	MAINTENANCE CONTRACTS	\$10,700	\$10,700
400-3020-535-46-50	PHYSICAL ENVIRONMENT/SEWE	VEHICLE REPAIRS	\$16,100	\$16,100
400-3020-535-47-00	PHYSICAL ENVIRONMENT/SEWE	PRINTING & BINDING	\$500	\$500
400-3020-535-49-59	PHYSICAL ENVIRONMENT/SEWE	BAD DEBT EXPENSE	\$12,000	\$12,000
400-3020-535-51-00	PHYSICAL ENVIRONMENT/SEWE	OFFICE SUPPLIES	\$1,000	\$1,000
400-3020-535-52-01	PHYSICAL ENVIRONMENT/SEWE	OPERATING SUPPLIES	\$193,100	\$193,100
400-3020-535-52-04	PHYSICAL ENVIRONMENT/SEWE	SMALL TOOLS & EQUIPMENT	\$1,700	\$1,900
400-3020-535-52-19	PHYSICAL ENVIRONMENT/SEWE	UNIFORM EXPENSE	\$2,900	\$2,900
400-3020-535-52-50	PHYSICAL ENVIRONMENT/SEWE	FUEL & OIL SUPPLIES	\$18,000	\$18,000
400-3020-535-54-00	PHYSICAL ENVIRONMENT/SEWE	BOOKS/PUBL/SUBSCR/MEMBERS	\$1,900	\$1,900
400-3020-535-55-01	PHYSICAL ENVIRONMENT/SEWE	TRAINING & EDUCATION COST	\$4,000	\$4,000
400-8110-581-91-01	INTERFUND TRANSFERS/INTERF	TRANSFER TO GENERAL FUND	\$588,100	\$588,100
400-8110-581-91-10	INTERFUND TRANSFERS/INTERF	TRANSFER TO REN & REPLACE	\$1,047,700	\$1,047,700
400-8110-581-91-20	INTERFUND TRANSFERS/INTERF	TRANSFER TO DEBT SRVC FND	\$938,900	\$938,900
400-8110-581-91-22	INTERFUND TRANSFERS/INTERF	TRANS TO SERIES 2005 DEBT	\$109,600	\$109,600
400-8110-581-91-50	INTERFUND TRANSFERS/INTERF	TRANSFER TO STORMWATER	\$42,000	\$42,000
400-8110-581-91-60	INTERFUND TRANSFERS/INTERF	TRANSFER TO CAPITAL PRJCT	\$0	\$0
400-8110-581-91-80	INTERFUND TRANSFERS/INTERF	TRSF TO SRL-#2001 / 2005	\$201,300	\$201,300
400-8110-581-91-85	INTERFUND TRANSFERS/INTERF	TRSF TO SRL DEBT - #2007	\$329,300	\$329,300
400-8110-581-91-87	INTERFUND TRANSFERS/INTERF	TSFR to 2011 W&S R&R LOAN	\$325,500	\$332,300
400-8110-581-91-88	INTERFUND TRANSFERS/INTERF	TSFR TO 2013 WTR MTR BOND	\$170,800	\$170,800
407-3010-533-34-00	PHYSICAL ENVIRONMENT/WATE	OTHER SERVICES	\$0	\$0
407-3010-533-49-59	PHYSICAL ENVIRONMENT/WATE	BAD DEBT EXPENSE	\$2,000	\$2,000
407-3020-535-49-59	PHYSICAL ENVIRONMENT/SEWE	BAD DEBT EXPENSE	\$2,000	\$2,000
407-8110-581-91-30	INTERFUND TRANSFERS/INTERF	TRANSFER TO WATER & SEWER	\$584,000	\$748,500
460-3080-538-11-00	PHYSICAL ENVIRONMENT/STOR	EXECUTIVE SALARIES	\$9,400	\$9,400
460-3080-538-12-00	PHYSICAL ENVIRONMENT/STOR	REGULAR SALARIES & WAGE	\$162,400	\$162,400

Attachment: Expenditures (1494 : Final Budget Amendment FY2015-16)

Account	Dept	Description	Original Budget	Amended Budget
460-3080-538-14-00	PHYSICAL ENVIRONMENT/STOR	OVERTIME	\$1,200	\$1,200
460-3080-538-21-00	PHYSICAL ENVIRONMENT/STOR	FICA/MEDICARE TAXES	\$13,400	\$13,400
460-3080-538-22-00	PHYSICAL ENVIRONMENT/STOR	RETIREMENT CONTRIBUTION	\$15,400	\$15,400
460-3080-538-23-00	PHYSICAL ENVIRONMENT/STOR	LIFE & HEALTH INSURANCE	\$31,000	\$31,000
460-3080-538-24-00	PHYSICAL ENVIRONMENT/STOR	WORKERS COMP INSURANCE	\$10,100	\$10,100
460-3080-538-25-00	PHYSICAL ENVIRONMENT/STOR	UNEMPLOYMENT COMP	\$300	\$300
460-3080-538-31-01	PHYSICAL ENVIRONMENT/STOR	PROFESSIONAL SERVICES	\$11,000	\$11,000
460-3080-538-34-00	PHYSICAL ENVIRONMENT/STOR	OTHER SERVICES	\$99,300	\$99,300
460-3080-538-40-01	PHYSICAL ENVIRONMENT/STOR	REGULAR TRAVEL	\$500	\$500
460-3080-538-41-00	PHYSICAL ENVIRONMENT/STOR	COMMUNICATION SERVICES	\$1,100	\$1,100
460-3080-538-42-00	PHYSICAL ENVIRONMENT/STOR	POSTAGE, FRT, EXPRESS	\$500	\$500
460-3080-538-43-01	PHYSICAL ENVIRONMENT/STOR	UTILITY SERVICES	\$26,000	\$26,000
460-3080-538-44-00	PHYSICAL ENVIRONMENT/STOR	RENTALS & LEASES	\$1,700	\$1,700
460-3080-538-45-00	PHYSICAL ENVIRONMENT/STOR	INSURANCE/NON-EMPLOYEE	\$4,600	\$4,700
460-3080-538-46-01	PHYSICAL ENVIRONMENT/STOR	REPAIRS & MAINTENANCE	\$34,400	\$24,400
460-3080-538-46-11	PHYSICAL ENVIRONMENT/STOR	MAINTENANCE CONTRACTS	\$1,400	\$1,400
460-3080-538-46-50	PHYSICAL ENVIRONMENT/STOR	VEHICLE REPAIRS	\$30,000	\$55,000
460-3080-538-47-00	PHYSICAL ENVIRONMENT/STOR	PRINTING & BINDING	\$500	\$500
460-3080-538-51-00	PHYSICAL ENVIRONMENT/STOR	OFFICE SUPPLIES	\$500	\$500
460-3080-538-52-01	PHYSICAL ENVIRONMENT/STOR	OPERATING SUPPLIES	\$18,000	\$10,400
460-3080-538-52-04	PHYSICAL ENVIRONMENT/STOR	SMALL TOOLS & EQUIPMENT	\$1,000	\$1,000
460-3080-538-52-19	PHYSICAL ENVIRONMENT/STOR	UNIFORM EXPENSE	\$1,400	\$1,400
460-3080-538-52-50	PHYSICAL ENVIRONMENT/STOR	FUEL & OIL SUPPLIES	\$26,000	\$26,000
460-3080-538-53-00	PHYSICAL ENVIRONMENT/STOR	ROAD MATERIAL & SUPPLIES	\$10,000	\$3,000
460-3080-538-54-00	PHYSICAL ENVIRONMENT/STOR	BOOKS/PUBL/SUBSCR/MEMBERS	\$1,400	\$1,400
460-3080-538-55-01	PHYSICAL ENVIRONMENT/STOR	TRAINING & EDUCATION COST	\$1,300	\$1,300
460-3080-538-61-00	PHYSICAL ENVIRONMENT/STOR	LAND	\$500,000	\$500,000
460-3080-538-63-00	PHYSICAL ENVIRONMENT/STOR	INFRASTRUCTURE	\$795,600	\$795,600
460-3080-538-64-00	PHYSICAL ENVIRONMENT/STOR	MACHINERY & EQUIPMENT	\$138,000	\$138,000
460-8110-581-91-01	INTERFUND TRANSFERS/INTERF	TRANSFER TO GENERAL FUND	\$87,000	\$87,000
460-8110-581-91-80	INTERFUND TRANSFERS/INTERF	TRSF TO SRL-#2001 / 2005	\$353,700	\$353,700
461-1701-517-71-80	DEBT SERVICE/DEBT SERVICE	DEBT SERVICE	\$295,800	\$295,900
461-1701-517-72-80	DEBT SERVICE/DEBT SERVICE	DEBT SERVICE	\$57,900	\$57,900
463-9010-590-99-01	SRF LOAN #70906P RESERVE	BUDGET RESVE/CONTINGENCY	\$0	\$200
471-1701-517-71-60	DEBT SERVICE/DEBT SERVICE	WATER & SEWER BONDS	\$810,000	\$810,000
471-1701-517-72-60	DEBT SERVICE/DEBT SERVICE	WATER & SEWER BONDS	\$126,800	\$126,800
471-9010-590-99-01	OTHER NONOPERATING/OTHER	BUDGET RESVE/CONTINGENCY	\$2,100	\$2,800
472-1701-517-71-80	DEBT SERVICE/DEBT SERVICE	DEBT SERVICE	\$134,400	\$134,400
472-1701-517-72-80	DEBT SERVICE/DEBT SERVICE	DEBT SERVICE	\$26,100	\$26,100
474-1701-517-71-70	DEBT SERVICE/DEBT SERVICE	SERIES 2005	\$70,000	\$70,000
474-1701-517-72-70	DEBT SERVICE/DEBT SERVICE	2005 SERIES	\$37,200	\$37,200
474-9010-590-99-01	OTHER NONOPERATING/OTHER	BUDGET RESVE/CONTINGENCY	\$2,400	\$2,400

Attachment: Expenditures (1494 : Final Budget Amendment FY2015-16)

Account	Dept	Description	Original Budget	Amended Budget
475-1701-517-71-80	DEBT SERVICE/DEBT SERVICE	DEBT SERVICE	\$31,500	\$32,200
475-1701-517-72-80	DEBT SERVICE/DEBT SERVICE	DEBT SERVICE	\$9,300	\$8,600
476-1701-517-71-80	DEBT SERVICE/DEBT SERVICE	DEBT SERVICE	\$247,400	\$247,500
476-1701-517-72-80	DEBT SERVICE/DEBT SERVICE	DEBT SERVICE	\$81,900	\$81,900
477-1701-517-71-77	DEBT SERVICE/DEBT SERVICE	2011 W&S R&R BOND	\$190,000	\$196,900
477-1701-517-72-77	DEBT SERVICE/DEBT SERVICE	2011 W&S R&R BOND	\$135,500	\$135,500
478-1701-517-71-78	DEBT SERVICE/DEBT SERVICE	SERIES 2013 WTR MTR BOND	\$145,000	\$145,000
478-1701-517-72-78	DEBT SERVICE/DEBT SERVICE	SERIES 2013 WTR MTR BOND	\$25,800	\$25,800
480-3010-533-34-00	PHYSICAL ENVIRONMENT/WATE	OTHER SERVICES	\$0	\$1,700
480-3010-533-61-00	PHYSICAL ENVIRONMENT/WATE	LAND	\$400,000	\$0
480-3010-533-63-00	PHYSICAL ENVIRONMENT/WATE	INFRASTRUCTURE	\$36,000	\$918,000
480-3010-533-64-00	PHYSICAL ENVIRONMENT/WATE	MACHINERY & EQUIPMENT	\$557,500	\$2,500
480-3010-533-65-00	PHYSICAL ENVIRONMENT/WATE	CONSTRUCTION IN PROGRESS	\$37,500	\$37,500
480-3020-535-63-00	PHYSICAL ENVIRONMENT/SEWE	INFRASTRUCTURE	\$452,000	\$695,000
480-3020-535-64-00	PHYSICAL ENVIRONMENT/SEWE	MACHINERY & EQUIPMENT	\$199,200	\$4,200
480-3020-535-65-00	PHYSICAL ENVIRONMENT/SEWE	CONSTRUCTION IN PROGRESS	\$770,500	\$797,200
481-9010-590-99-01	OTHER NONOPERATING/OTHER	BUDGET RESVE/CONTINGENCY	\$2,000	\$14,800
482-9010-590-99-01	OTHER NONOPERATING/OTHER	BUDGET RESVE/CONTINGENCY	\$2,000	\$16,700
487-3010-533-63-00	PHYSICAL ENVIRONMENT/WATE	INFRASTRUCTURE	\$85,000	\$216,700
495-3040-534-34-00	PHYSICAL ENVIRONMENT/SOLID	OTHER SERVICES	\$1,805,100	\$1,804,800
495-3040-534-41-00	PHYSICAL ENVIRONMENT/SOLID	COMMUNICATION SERVICES	\$1,600	\$1,900
495-3040-534-49-59	PHYSICAL ENVIRONMENT/SOLID	BAD DEBT EXPENSE	\$10,000	\$10,000
495-8110-581-91-01	INTERFUND TRANSFERS/INTERF	TRANSFER TO GENERAL FUND	\$140,700	\$140,700
495-9010-590-99-01	OTHER NONOPERATING/OTHER	BUDGET RESVE/CONTINGENCY	\$422,700	\$368,600
			\$36,857,200	\$36,820,200

Attachment: Expenditures (1494 : Final Budget Amendment FY2015-16)

Fund	Revenue		Expenditure	
	Original Budget	Amended Budget	Original Budget	Amended Budget
1 Total	\$9,083,200	\$8,446,200	\$9,083,200	\$8,446,200
2 Total	\$114,600	\$291,000	\$114,600	\$291,000
3 Total	\$0	\$100	\$0	\$100
4 Total	\$285,000	\$271,200	\$285,000	\$271,200
5 Total	\$500	\$500	\$500	\$500
6 Total	\$0	\$100	\$0	\$100
101 Total	\$1,000	\$1,300	\$1,000	\$1,300
102 Total	\$1,000	\$1,500	\$1,000	\$1,500
103 Total	\$1,000	\$1,000	\$1,000	\$1,000
104 Total	\$1,000	\$14,200	\$1,000	\$14,200
110 Total	\$12,000	\$12,100	\$12,000	\$12,100
115 Total	\$1,000	\$1,100	\$1,000	\$1,100
130 Total	\$5,122,100	\$5,210,800	\$5,122,100	\$5,210,800
131 Total	\$398,200	\$398,400	\$398,200	\$398,400
132 Total	\$448,900	\$449,000	\$448,900	\$449,000
139 Total	\$4,135,000	\$4,140,100	\$4,135,000	\$4,140,100
140 Total	\$97,300	\$97,300	\$97,300	\$97,300
150 Total	\$0	\$4,300	\$0	\$4,300
301 Total	\$0	\$100	\$0	\$100
400 Total	\$6,828,400	\$6,871,400	\$6,828,400	\$6,871,400
407 Total	\$588,000	\$752,500	\$588,000	\$752,500
460 Total	\$2,388,100	\$2,388,600	\$2,388,100	\$2,388,600
461 Total	\$353,700	\$353,800	\$353,700	\$353,800
463 Total	\$0	\$200	\$0	\$200
471 Total	\$938,900	\$939,600	\$938,900	\$939,600
472 Total	\$160,500	\$160,500	\$160,500	\$160,500
474 Total	\$109,600	\$109,600	\$109,600	\$109,600
475 Total	\$40,800	\$40,800	\$40,800	\$40,800
476 Total	\$329,300	\$329,400	\$329,300	\$329,400
477 Total	\$325,500	\$332,400	\$325,500	\$332,400
478 Total	\$170,800	\$170,800	\$170,800	\$170,800
480 Total	\$2,452,700	\$2,456,100	\$2,452,700	\$2,456,100
481 Total	\$2,000	\$14,800	\$2,000	\$14,800
482 Total	\$2,000	\$16,700	\$2,000	\$16,700
487 Total	\$85,000	\$216,700	\$85,000	\$216,700
495 Total	\$2,380,100	\$2,326,000	\$2,380,100	\$2,326,000
Grand Total	\$36,857,200	\$36,820,200	\$36,857,200	\$36,820,200