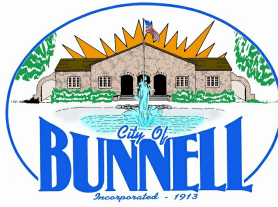


CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION MEETING

Monday, March 27, 2017

7:00 PM

201 West Moody Boulevard,
City Commission Chambers - Building 3
Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

- B.1.** Presentation: Fire Chief Derek Fraser's Retirement
- B.2.** Presentation: Oath of Office for new Fire Chief Ron Bolser
- B.3.** The State Surgeon General Healthy Weight Community Champion
- B.4.** Proclamation: Crime Victims' Rights Week
- B.5.** Proclamation: April as Child Abuse Prevention Month
- B.6.** Proclamation: April as Water Conservation Month

C. Consent Agenda:

C.1. Approval of Warrant

- a.** 2017 03 27 Warrant

C.2. Approval of Minutes

- a.** 2017 03 13 City Commission Minutes

C.3. Request approval of update to Policy 303.0 Training and Development

C.4. Request Approval of Ormond Septic System Contract One (1) Month Renewal

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

E. Ordinances: (Legislative):

- E.1.** Ordinance 2017-09: Amending Chapters 166 and 163 Sections 66-161 and 66-237

Code of Ordinances Low Pressure Sewer System (LPSS) and Pretreatment Effluent Pumping (PEP) Regulations - First Reading

F. Resolutions: (Legislative):

- F.1.** Resolution 2017-09: Amending General Fund Budget for Residential Construction Mitigation Program (RCMP) Grant

G. Old Business:

H. New Business:

- H.1.** Request Authorization of Residential Construction Mitigation Program (RCMP) grant application
- H.2.** Award Bid 2017-02: Residential Construction Mitigation Program
- H.3.** Discussion for qualifying the installation of residential/municipal street speed bumps
- H.4.** Request Approval of the Proposed Health Insurance Renewal Contract
- H.5.** Approval to Cap Next Year's Health Insurance Renewal at No More than 15%

I. Reports:

- **City Clerk**
- **City Attorney**
- **City Manager**
 - Results of the Citizens' Survey
 - City Manager's Monthly Report
- **Mayor and City Commissioners**

J. Call for Adjournment.

This agenda is subject to change without notice. Please see posted copy at City Hall, and our website www.BunnellCity.us.

NOTICE: If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or 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 based, 286.0105 Florida Statutes.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 263-8807.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on March 22, 2017



City of Bunnell, Florida

Agenda Item No. B.1.

Document Date: 3/20/2017 Amount:
Department: City Clerk Account #:
Subject: Presentation: Fire Chief Derek Fraser's Retirement
Agenda Section: Introductions, Commendations, Proclamations, and Presentations:

Summary/Highlights:

Fire Chief Fraser tendered his notice of retirement on December 27, 2016. His last day of work will be on March 30, 2017

Chief Fraser has been with the City since 1992 and has served the City of Bunnell as the Fire Chief for 9 years.

Background:

Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:



City of Bunnell, Florida

Agenda Item No. B.2.

Document Date: 3/20/2017 Amount:
Department: City Clerk Account #:
Subject: Presentation: Oath of Office for new Fire Chief Ron Bolser
Agenda Section: Introductions, Commendations, Proclamations, and Presentations:

Summary/Highlights:

Oath of Office for new Fire Chief Ron Bolser

Background:

Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:



City of Bunnell, Florida

Agenda Item No. B.B.3.

Document Date: 3/13/2017 Amount:
Department: City Clerk Account #:
Subject: The State Surgeon General Healthy Weight Community Champion
Agenda Section: Introductions, Commendations, Proclamations, and Presentations:

Summary/Highlights:

Robert Snyder, Flagler Health Department requested to present this recognition for the City of Bunnell

Background:

Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:



Proclamation

Crime Victims' Rights Week

WHEREAS, Americans are the victims of more than 20 million crimes each year and crime can touch the lives of anyone regardless of age, national origin, race, creed, religion, gender, sexual orientation, or economic status; and

WHEREAS, the victim services community has worked for decades to create an environment for victims that is safe, supportive, and effective; and

WHEREAS, intervening early with services that support and empower victims provides a pathway to recovery from crime and abuse; and

WHEREAS, honoring the rights of victims, including the right to be heard and to be treated with fairness, dignity, and respect, and working to meet their needs rebuilds their trust in the criminal justice and social services systems; and

WHEREAS, serving victims and rebuilding their trust restores hope to victims and survivors, as well as their communities; and

WHEREAS, National Crime Victims' Rights Week, April 2-8, 2017 is an opportune time to commit to ensuring that all victims of crime – even those who are challenging to reach or serve – are offered culturally and linguistically accessible and appropriate services in the aftermath of crime; and to express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice and peace.

NOW THEREFORE, I, Catherine D. Robinson, as Mayor of the City of Bunnell, Florida do hereby proclaim the week of April 2 through 8, 2017 to be "Crime Victims' Rights Week".

Adopted this 27th day of March, 2017

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk

Seal:



“CHILD ABUSE PREVENTION MONTH”

WHEREAS, Florida’s future depends on nurturing the healthy development of over four million children in our state; and

WHEREAS, the abuse and neglect of children can cause severe, costly and lifelong problems; and

WHEREAS, every child has the right to be safe, healthy and educationally and developmentally on track; and

WHEREAS, research shows that parents and caregivers who have support systems and know how to seek help in times of trouble are more resilient and better able to provide safe environments and nurturing experiences for their children; and

WHEREAS, individuals, businesses, schools, and faith-based and community organizations must make children a top priority and take action to support the physical, social, emotional, and educational development and competency of all children; and

WHEREAS, during the month of April, in collaboration with the Governor’s Office of Adoption and Child Protection and the Department of Children and Families, the City of Bunnell will support the statewide campaign promoting awareness of healthy child development, positive parenting practices, and the type of concrete support families need within their communities;

NOW, THEREFORE, I Catherine D. Robinson, as Mayor of the City of Bunnell, Florida do hereby proclaim April 2017 as “Child Abuse Prevention Month” and urge all who read or hear this proclamation to engage in activities whose purpose is to strengthen families and communities to provide the optimal environment for healthy child development.

Adopted this 27nd day of March, 2017

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk

Seal:

Proclamation

Water Conservation Month

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and the City of Bunnell are working together to increase awareness about the importance of water conservation; and

WHEREAS, The City of Bunnell and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, The City of Bunnell has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE, I, Catherine D. Robinson as Mayor of the City of Bunnell do hereby proclaim the month of April as

"Water Conservation Month"

The City of Bunnell, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

"Water Conservation Month"

Adopted this 27nd day of March, 2017

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk



City of Bunnell, Florida

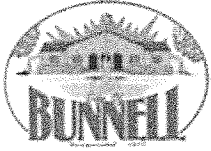
ATTACHMENTS:

Description

2017 03 27 Warrant

Type

Warrant



City of Bunnell, FL

Check Register

Packet: APPKT04971 - 2017 03 27 WARRANT

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBank-AP Bank - Ameris Depository						
00007	Advanced Auto Parts	03/27/2017	Regular	0.00	60.02	21550
00008	Advanced Enviromental Laboratorie	03/27/2017	Regular	0.00	532.30	21551
1396	AG-PRO Companies	03/27/2017	Regular	0.00	673.54	21552
00041	Bankcard Center	03/27/2017	Regular	0.00	6,162.10	21553
	Void	03/27/2017	Regular	0.00	0.00	21554
	Void	03/27/2017	Regular	0.00	0.00	21555
	Void	03/27/2017	Regular	0.00	0.00	21556
	Void	03/27/2017	Regular	0.00	0.00	21557
	Void	03/27/2017	Regular	0.00	0.00	21558
	Void	03/27/2017	Regular	0.00	0.00	21559
	Void	03/27/2017	Regular	0.00	0.00	21560
	Void	03/27/2017	Regular	0.00	0.00	21561
00070	Boulevard Tire Center	03/27/2017	Regular	0.00	212.76	21562
00036	Bunnell Auto Supply, Inc.	03/27/2017	Regular	0.00	2,420.06	21563
	Void	03/27/2017	Regular	0.00	0.00	21564
00073	Bunnell Feed & Supply Inc.	03/27/2017	Regular	0.00	15.95	21565
1888	Carbonfilt LLC	03/27/2017	Regular	0.00	2,978.69	21566
00093	Central Hydraulics, Inc.	03/27/2017	Regular	0.00	945.07	21567
00100	Charles J. Cino	03/27/2017	Regular	0.00	750.47	21568
00102	CISS, Inc.	03/27/2017	Regular	0.00	55.00	21569
00094	City Electric Supply	03/27/2017	Regular	0.00	113.19	21570
	Void	03/27/2017	Regular	0.00	0.00	21571
1843	Colonial Life & Accident Insurance C	03/27/2017	Regular	0.00	580.74	21572
1903	Darrell Jones	03/27/2017	Regular	0.00	37.50	21573
1904	Datawatch, Corp.	03/27/2017	Regular	0.00	895.00	21574
1261	DG Hardware, Inc.	03/27/2017	Regular	0.00	405.03	21575
	Void	03/27/2017	Regular	0.00	0.00	21576
	Void	03/27/2017	Regular	0.00	0.00	21577
00165	Document Technologies	03/27/2017	Regular	0.00	78.57	21578
00168	Dynameter	03/27/2017	Regular	0.00	100.00	21579
1885	East Coast Service Center Inc	03/27/2017	Regular	0.00	850.00	21580
00177	Environmental Land Services	03/27/2017	Regular	0.00	8,924.28	21581
00189	Ferguson Enterprises, Inc.	03/27/2017	Regular	0.00	91.60	21582
00199	Flagler County Board of County Com	03/27/2017	Regular	0.00	513.14	21583
00248	Florida Power & Light	03/27/2017	Regular	0.00	15,780.40	21584
	Void	03/27/2017	Regular	0.00	0.00	21585
	Void	03/27/2017	Regular	0.00	0.00	21586
	Void	03/27/2017	Regular	0.00	0.00	21587
00167	Hawkins Inc	03/27/2017	Regular	0.00	2,115.03	21588
1902	Josefina Balboa	03/27/2017	Regular	0.00	150.00	21589
1898	Joyce Reese	03/27/2017	Regular	0.00	150.00	21590
1641	K & M Mower and Small Engine Rep	03/27/2017	Regular	0.00	241.66	21591
1899	Kevin Brennan	03/27/2017	Regular	0.00	44.00	21592
1510	Language Line Services Inc	03/27/2017	Regular	0.00	3.97	21593
1520	Lynch Oil Company	03/27/2017	Regular	0.00	6,020.32	21594
	Void	03/27/2017	Regular	0.00	0.00	21595
	Void	03/27/2017	Regular	0.00	0.00	21596
1104	McGee Tire & Services	03/27/2017	Regular	0.00	854.58	21597
00436	Nextran	03/27/2017	Regular	0.00	1,213.73	21598
1467	Nicholson A/C & Heating, Inc.	03/27/2017	Regular	0.00	130.00	21599
1639	O'reilly Automotive Inc	03/27/2017	Regular	0.00	128.01	21600
00456	Ormond Fire & Safety	03/27/2017	Regular	0.00	528.50	21601
	Void	03/27/2017	Regular	0.00	0.00	21602
00459	ORMOND SEPTIC SYSTEMS	03/27/2017	Regular	0.00	950.00	21603

Check Register

Packet: APPKT04971-2017 03 27 WARRANT

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00466	Palm Coast Ford	03/27/2017	Regular	0.00	39.02	21604
00471	Palm Coast Printing	03/27/2017	Regular	0.00	132.00	21605
00408	Perry Mitrano	03/27/2017	Regular	0.00	11.50	21606
00477	Preferred Governmental Insurance 1	03/27/2017	Regular	0.00	4,322.50	21607
1771	Reliable Transmission Service Inc	03/27/2017	Regular	0.00	1,447.23	21608
00510	Ring Power Corporation	03/27/2017	Regular	0.00	383.63	21609
	Void	03/27/2017	Regular	0.00	0.00	21610
1586	Servpro of Flagler County	03/27/2017	Regular	0.00	120.00	21611
00544	SOFTWARE HOUSE INTERNATIONAL	03/27/2017	Regular	0.00	2,195.70	21612
00565	Strickland Sod Farm, Inc.	03/27/2017	Regular	0.00	45.00	21613
00578	Summerville Electric, Inc.	03/27/2017	Regular	0.00	170.00	21614
00537	Sun Country Termite & Pest Control	03/27/2017	Regular	0.00	150.00	21615
00532	SunCoast Electrical Contractors	03/27/2017	Regular	0.00	885.00	21616
00566	Sunshine State One Call of Florida, Inc	03/27/2017	Regular	0.00	22.44	21617
00606	UniFirst Corporation	03/27/2017	Regular	0.00	144.42	21618
00612	USA Blue Book	03/27/2017	Regular	0.00	644.76	21619
1469	Vose Law Firm, LLP	03/27/2017	Regular	0.00	7,190.00	21620
1170	Waste Equipment and Parts	03/27/2017	Regular	0.00	8,500.00	21621
00268	Wells Fargo Vndor Fin Serv	03/27/2017	Regular	0.00	89.00	21622
1509	William Baker	03/27/2017	Regular	0.00	44.00	21623

Bank Code APBank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	232	55	0.00	82,241.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	19	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	232	74	0.00	82,241.41

Completed by

 Approved by


Fund Summary

Fund	Name	Period	Amount
801	Pooled Cash Fund	3/2017	82,241.41
			<u>82,241.41</u>



City of Bunnell, Florida

ATTACHMENTS:

Description

2017 03 13 City Commission Minutes

Type

Minutes

CATHERINE D. ROBINSON

MAYOR

JOHN ROGERS

VICE-MAYOR

DAN DAVIS

CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION MINUTES

Monday, March 13, 2017

7:00 PM

201 West Moody Boulevard,
City Commission Chambers - Building 3
Bunnell, FL 32110

-
- A. **Call Meeting to Order and Pledge Allegiance to the Flag:** Mayor Robinson called the meeting to order at 7:00 pm and led the pledge to the flag.
Roll Call: Mayor Catherine D. Robinson, Vice Mayor John Rogers, Commissioner Elbert Tucker, Commissioner Bill Baxley, Commissioner Bonita Robinson, City Manager Dan Davis, City Attorney Wade Vose, and City Clerk Sandra Bolser
Invocation for our Military Troops and National Leaders: Commissioner Elbert Tucker led the invocation.
- B. **Introductions, Commendations, Proclamations, and Presentations:** None
- C. **Consent Agenda:**
- C.1. **Approval of Warrant**
 - a. Approval of 2017 03 13 Warrant
 - C.2. **Approval of Minutes**
 - a. Approval of the 2017 02 27 City Commission Minutes
 - C.3. Approval of City Manager Recommendation to hire Ron Bolser as the City of Bunnell Fire Chief
 - C.4. Acceptance of Cost-Share Agreement between the St Johns River Water Management District (SJRWMD) and the City of Bunnell
 - C.5. Request Approval of changes to Policy Section 308.1 On Call Policy.
 - C.6. Request to Approve Section 406.0 Health Insurance, Dental, Life Insurance
- Motion:** Approve Consent Agenda.
Motion By: Commissioner Robinson
Seconded By: Commissioner Baxley
Board Discussion: None
Public Discussion: None
Vote: Motion carried unanimously.

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes: **Daisy Henry** advised there is still abandoned cars on Booe and Cherry Streets that have been sitting for years.

E. Ordinances: (Legislative):

E.1. Ordinance 2017-03: Voluntarily Annexing ± .23 Acres of Property located in Flagler County- Second Reading. Attorney Wade Vose read the short title into the record. Kristen Bates, acting Community Development Director reviewed the request.

Motion: Adopt Ordinance 2017-03: Voluntarily Annexing ± .23 Acres of Property located in Flagler County-Second Reading.

Motion By: Vice Mayor Rogers

Seconded By: Commissioner Baxley

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

E.2. Ordinance 2017-05: Amending the Bunnell Code of Ordinance Chapter 1 and Chapter 54 Providing Regulations for Swale Maintenance - Second Reading. Attorney Wade Vose read the short title into the record. Kristen Bates, acting Community Development Director reviewed the purpose of the Ordinance.

Motion: Adopt Ordinance 2017-05: Amending the Bunnell Code of Ordinance Chapter 1 and Chapter 54 Providing Regulations for Swale Maintenance - Second Reading.

Motion By: Vice Mayor Rogers

Seconded By: Commissioner Robinson

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

E.3. Ordinance 2017-04: Request to Voluntarily Contract (De-Annex) Approximately 9.024 Acres of Property – First Reading. Attorney Wade Vose read the short title into the record. Kristen Bates, acting Community Development Director reviewed the request and Attorney Vose explained the de-annexation.

Motion: Approve Ordinance 2017-04: Request to Voluntarily Contract (De-Annex) Approximately 9.024 Acres of Property – First Reading.

Motion By: Commissioner Tucker

Seconded By: Vice Mayor Rogers

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

E.4. Ordinance 2017-06: Request to Vacate a Portion of Hardy Street - First Reading. Attorney Wade Vose read the short title into the record. Kristen Bates, acting Community Development Director reviewed the request.

Motion: Approve Ordinance 2017-06: Request to Vacate a Portion of Hardy Street.

Motion By: Vice Mayor Rogers
Seconded By: No
Board Discussion: None
Public Discussion: None
Vote: Motion died for lack of a second.

E.5. Ordinance 2017-07: Request to Change the Future Land Use Designation on Approximately 1.92 Acres of Property from Bunnell Single Family Low Density and Single Family Medium Density to Bunnell Industrial - First Reading. Attorney Wade Vose read the short title into the record. Kristen Bates, acting Community Development Director reviewed the request. She further advised this request was denied by the Planning, Zoning and Appeals Board.

Motion: Deny approval of Ordinance 2017-07 Request to Change the Future Land Use Designation on Approximately 1.92 Acres of Property from Bunnell Single Family Low Density and Single Family Medium Density to Bunnell Industrial. Property owner Stoney Jones explained he is requesting the rezoning to Light Industrial for rentals for boats and campers.

Motion By: Vice Mayor Rogers
Seconded By: Commissioner Baxley

Board Discussion: None

Public Discussion: Darryl Rippey, 705 Deen Road advised he is not in favor of the request to rezone as there is already a problem with the condition of the road due to high traffic, there is also speeding problems and child safety concerns. Keith Derstine, 806 Deen Road, advised he has the same concerns as Mr. Rippey. The road is a cut through for Bimini Bar and speeding is a major problem. Florence Maellaro, stated she and the neighbors want to keep the neighborhood as a residential area. Jeff Palmer, 700 Deen Road advised he agrees with the other neighbors and feels this will only increase traffic, damage to the roads by the heavy equipment, and the likelihood of people using the road as a cut through. Randy Vickers stated the area has seen an influx of traffic and he is against having an industrial property next to his. Ms. Camp, 601 Deen Road advised she didn't have a problem with the request if the applicant does not use Deen Road for ingress and egress.

Vote: Motion carried unanimously.

E.6. Ordinance 2017-08: Request to Change the Zoning Designation of Approximately 1.92 Acres of Property from Bunnell R-1, Single Family Residential district to Bunnell, L-1, Light Industrial district - First Reading. Attorney Wade Vose read the short title into the record. Kristen Bates, acting Community Development Director advised this Ordinance is a companion to Ordinance 2017-07 and should be heard for due process. Attorney Vose advised the Board to allow the applicant a chance to speak. Mr. Jones, property owner did not wish to speak.

Motion: Deny approval of Ordinance 2017-08: Request to Change the Zoning Designation of Approximately 1.92 Acres of Property from Bunnell R-1, Single Family Residential district to Bunnell, L-1, Light Industrial district.

Motion By: Commissioner Baxley
Seconded By: Vice Mayor Rogers

Board Discussion: None
Public Discussion: None
Vote: Motion carried unanimously

F. Resolutions: (Legislative):

F.1. Resolution 2017-08: Renaming the private driveway known as "Hospital Drive" to "Honor Way." Attorney Wade Vose read the short title into the record. Acting Community Development Director Kristen Bates, explained the request.

Motion: Adopt Resolution 2017-08 Renaming the private driveway known as "Hospital Drive" to "Honor Way".

Motion By: Commissioner Tucker

Seconded By: Commissioner Robinson

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

G. Old Business: None

H. New Business:

H.1. Request to reimburse Pete Young for expenses he incurred to replace a pump in a holding tank on his property at 905 Gallberry Ct. Mr. Young stated it was his understanding that the City Commission agreed in 2013 to take care of the maintenance of the PEP tanks in Saw Mill Estates in the same way the City of Palm Coast handles theirs. He had a grinder pump installed when he did an addition of a guest house. He advised that if the Board is not going to maintain his system, then they shouldn't maintain any of the Saw Mill Estates systems. Then everyone would be coming back to the Board to fight for what is right, which would be adding a lift station and gravity sewer system. Mr. Young advised he wasn't given the option or he would have installed a septic system.

Motion: Reimburse Pete Young for the expenses he paid to replace the pump in the holding tank on his property.

Motion By: Vice Mayor Rogers

Seconded By: Mayor Robinson passed the gavel and seconded the motion.

Board Discussion: Commissioner Robinson asked if the City is doing some systems and not others.

City Manager Davis advised staff has researched this item and contacted the City of Palm Coast Utilities. He was told Palm Coast Utilities does not cover this type of repair. They do not service any residential properties on the customer side of the PEP tank. It is staffs' understanding that no service is provided past the demarcation point and in this case that would be the resident's side of the PEP tank. We don't stock this type of pump. The motion that was approved in 2013 was the City would maintain the PEP systems in the same manner as the City of Palm Coast.

Commissioner Tucker advised there has been a precedent set that is the City will take care of the sewer line up to the PEP tank and nothing on the residential side unless there was some type of special exception made with the new dwelling.

The City is not responsible for any machinery on the residential side of the PEP tank.

Commissioner Baxley advised he made the motion in 2013 and it was expected that the former City Manager would bring back an Ordinance. The reason the item was tabled at the last meeting is because there are still no written guidelines. He asked when the Board could expect written guidelines. City Manager Davis advised as soon as the next meeting. Commissioner Baxley further advised that until the City has an Ordinance, he is not in favor of voting on this item.

Vice Mayor Rogers stated that Mr. Young was 100% right. It is not fair, but all he can do is his part.

Commissioner Robinson advised that the City is not allowed to do work on any other resident's systems if the problem is behind the water meter.

Mayor Robinson stated this is because Saw Mill Estates doesn't have a lift station.

City Manager Davis pointed out there is a point of demarcation no matter where the system is located. That line was established by an ordinance and it is very clear. The City is following the guidelines set by Palm Coast.

Attorney Vose stated the important part of this is what the City Manager indicated, which is the line of demarcation. That has been the process the City has followed based on the meeting in 2013.

Commissioner Tucker asked the City Attorney to explain what the process of estoppel means.

City Attorney replied it generally means when the City starts extending its policy through practice; such as paying for this repair it is creating a pattern. Whether written or not, it becomes a policy. Someone else coming in says this is what your practice has been; therefore, you are estopped, so you must continue the practice for everyone.

Commissioner Tucker added that since Saw Mill Estates has been in existence for 25 years, and the City has never handled any repairs behind the PEP tank, this is the process of estoppel.

Commissioner Baxley asked where the rest of the City residents' line of demarcation is. Mr. Davis replied it is from the cleanout to the road. Mr. Young continued to justify his position.

Mayor Robinson advised this is a unique problem. It is different than the normal systems in the City. There are three residences in Saw Mill Estates that have this system.

Public Discussion: Daisy Henry advised she was a Commissioner in 2013 and she agrees with Commissioner Baxley and Commissioner Tucker about where the line is and it's the same for all City residents.

Vote: Motion failed. **Summary vote: Yes:** Mayor Robinson and Vice Mayor Rogers.

No: Commissioner Baxley, Commissioner Tucker and Commissioner Robinson.

I. Reports:

- **City Clerk:** Deputy Clerk Bates advised staff is planning a Workshop for 6:00 PM on March 27th to work on the citation schedule and it will probably take more than one workshop.
- **City Attorney:** Provided an update on the Deen Road lawsuit.
- **City Manager:** Reported a new Pentecostal Church of God at 45 Martin Luther King opened a food bank and are also providing clothes to those in need. Mr. Davis also reported he would be taking Monday off.
- **Mayor and City Commissioners:** Commissioner Robinson reported on the Carver Trails ribbon cutting. It was a nice event and was well attended. She also asked if the City Manager would be providing a report on the speed bumps. Mayor Robinson advised she also attended the ribbon cutting and it was a blast. The equipment was demonstrated and she volunteered to do one of the stations. She further stated this facility is a great way for everyone to get out and get some exercise.

J. Call for Adjournment.

Motion: Adjourn the meeting.

Motion By: Vice Mayor Rogers

Seconded By: Commissioner Baxley

Vote: Motion carried unanimously.

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk

Date

Date



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 3/7/2017 Amount:
Department: City Manager Account #:
Subject: Request approval of update to Policy 303.0 Training and Development
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Policy 303.0 Training & Development	Cover Memo

Summary/Highlights:

The purpose of this request is to update Policy 303.0 as it relates to employees who voluntarily leave the City's employ or are terminated with cause within two years of the date of training shall reimburse the City in full for the costs of the training and development.

Background:

The City of Bunnell encourages all employees to seek educational opportunities to improve their potential for promotion and broaden their knowledge and skill set. All such training courses are subject to the availability of funds appropriated by the City Commission and the expenditure of such funds as approved by the City Manager.

Staff Recommendation:

Approve Update of Policy 303.0 Training & Development

City Attorney Review:

Finance Department Review/Recommendation:

303.0 TRAINING & DEVELOPMENT

POLICY:

It is the policy to provide training and development opportunities to all Employees. New Employees will attend Orientation. Other internal and external training and development opportunities (such as seminars or conferences and a tuition reimbursement program) are encouraged where appropriate.

COMMENTS/ PROCEDURES:

Course selection is determined by the manager/supervisor and the Employee who mutually identifies development needs and core training requirements. Managers and supervisors are responsible for enrollment of Employees in training programs.

1. **In-House Training opportunities:**

Employee attendance in training and development programs will be considered hours worked if approved by management.

Seminars and Conferences:

Outside conferences and seminars appropriate to the specific needs of the individual Employee or to the particular job may be approved for attendance depending on department budget constraints and department coverage.

Employees approved to attend outside conferences must notify City Manager or the Human Resources Administrator so there is a record kept of training certificates, participation, etc. in the Employee's file.

Employees are responsible for meeting the registration requirements of the outside programs.

2. **License/Registration/Certification fees**

Fees for initial licenses (over and above Florida driver's license), registrations and certifications, or renewal of same, which are required as part of the minimum qualifications to perform one's current job, are reimbursable at the City Manager's discretion.

Employees seeking licenses (over and above Florida driver's license), registrations, or certifications, which are directly related to your current position within Bunnell City Government, are reimbursable by the City.

If an exam is required during normal work hours, the Employee may be given the time off with pay with the prior approval of the City Manager. If the Employee does not pass the exam and a subsequent test must be taken, the Employee must submit a leave request form for paid time off. Any expenses incurred for the subsequent test will be the responsibility of the Employee.

Non-exempt personnel who attend training programs (to maintain certifications, etc., which are required for a current job) in addition to normal work hours will be compensated for all overtime hours in accordance with the Fair Labor Standards Act (FLSA).

Proof of enrollment or registration for licensure, registration, or certification shall be submitted to the Human Resources Administrator. Documentation of successful

licensure, registration or certification, along with proof of payment, is required to be eligible for reimbursement.

3. Reimbursement for Training and Equipment

Employees for whom the City provides or pays for training, initial certification fees, tuition, uniforms and/or customized equipment shall reimburse the City in full for the costs of the training, initial certification fees, tuition, uniforms and customized equipment if the employee voluntarily leaves the City's employ within two years of the date of hire. Should the employee fail to reimburse the City as set forth above, the City may recover the reimbursement amount to the extent permitted by law. Each new hire or rehire shall acknowledge this requirement by signing and dating a statement or agreement.

4. **Police In-Service Training:** Employees of the Police Department will be directed from time to time to attend training classes at the discretion of his/her commanding officer and/or the Chief of Police.



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 3/16/2017 Amount: \$2,850
Department: Finance Account #: 401-0535-535.3400
Subject: Request Approval of Ormond Septic System Contract One (1) Month Renewal
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
2015 Ormond Septic contract	Contract
2016 Ormond Septic Contract extension	Contract
2017 Ormond Septic Contract extension 1 month	Contract

Summary/Highlights:

Ormond Septic Systems has agreed to extend the current contract for 1 month at the same pricing. The contractor has asked for a price increase due to increased expense. The one month extension will all the Utility Department time to review the requested price increase and perform their purchasing due diligence before making a recommendation to the Commission.

Background:

In March 2015 the City entered into a sludge hauling contract with Ormond Septic Systems for 1 year. In March 2016 the contract was extended at no price increase. Ormond Septic Systems has agreed to extend the contract for 1 month at the same pricing.

Staff Recommendation:

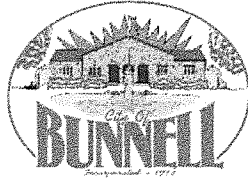
Authorize a one month extension of the Ormond Septic Systems contract at the same pricing.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend approving extension.



CONTRACT

THIS CONTRACT, made this day 23rd of March 2015, by and between the City of Bunnell, Florida, a Florida municipal corporation, hereinafter called the "CITY" and Ormond Septic Systems, a Florida corporation, hereinafter called "CONTRACTOR",

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will provide services for the proper collection and transport of domestic wastewater treatment residuals (Sludge) in full compliance with Chapter 62-640, 62-600 and 62-601 of the Florida Administrative Code, as presently written or modified, as well as any and all other applicable Federal, State or Local laws. Collection shall be from the CITY's wastewater treatment plant(s). Such services shall include:
 - Pick up and transport of the City's 30 yard dewatering box and dispose of at an approved FDEP site.
 - Rinse box out of residuals.
 - Return box to the City's Wastewater treatment plant.
 - Provide a turnaround time of 2 ½ hours to insure dewatering box can be immediately placed back in service.
2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described herein.
3. The CONTRACTOR will commence with the work required within 10 calendar days after the date of the NOTICE TO PROCEED. This CONTRACT, fully executed, will serve as Notice to Proceed.
4. The CONTRACTOR agrees to charge and the CITY shall pay for such services, at the rate of \$950.00 per load hauled.
5. The scope of this CONTRACT will be for hauling wastewater treatment residuals (sludge) on a "Will Call" basis.
6. No deviation from the CONTRACT Documents will be allowed, honored or compensated unless accompanied by a fully executed change order.
7. INDEMNIFICATION AND HOLD HARMLESS:

CONTRACTOR agrees to indemnify and hold the CITY, its agents, employees and officials, harmless from and against legal liability for all judgments, losses, damages, and expenses to the

extent such judgments, losses, damages or expenses are caused by the CONTRACTOR'S negligent acts, errors, or omissions arising out of CONTRACTOR'S performance of, or in any way connected with, CONTRACTOR'S services as forth in this CONTRACT. Upon completion of all services, obligations, and duties, provided for in this CONTRACT, or if this CONTRACT is terminated for any reason, the terms and conditions of this section shall survive. The first \$10.00 paid under the terms of this CONTRACT shall constitute consideration for the indemnity and hold harmless provision, such consideration acknowledged by CONTRACTOR to be sufficient.

8. INSURANCE:

During the performance of the services under this CONTRACT, CONTRACTOR shall maintain the following insurance:

Comprehensive General Liability Insurance for all operations including, but not limited to, contractual, products and completed operations, and personal injury. The limits shall be not less than \$500,000 Combined Single Limits (CSL) or its equivalent.

Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles for limits of not less than \$500,000 Combined Single Limits (CSL) or its equivalent.

Workers' Compensation Insurance for all employees at the work location and, if subcontracted, subcontractor to provide Worker's Compensation for all its employees. The limits shall be in accordance with statutory requirements and Employers' Liability Insurance, and \$1,000,000 for Employers' Liability.

CITY shall be provided Certificates of Insurance prior to commencing operations under this CONTRACT as verification of such coverage. The insurance shall contain a provision which forbids any changes or material alterations in the coverage without providing thirty (30) days prior written notice to the CITY. The CITY shall further be added as an additional insured.

9. TERM AND RENEWAL:

This CONTRACT is for a one (1) year period from the date above. This CONTRACT may be renewed yearly upon mutual agreement from both parties for a maximum of three (3) years.

10. TERMINATION FOR CAUSE:

The obligation to provide further services under this CONTRACT may be terminated by either party upon three (3) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

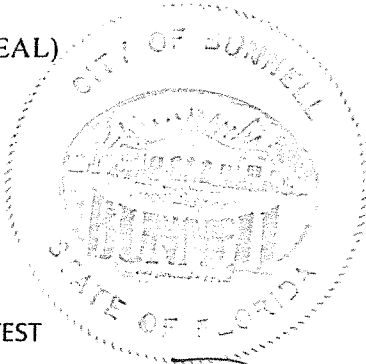
11. TERMINATION WITHOUT CAUSE:

The CITY may cancel this CONTRACT, with or without cause, upon at least five (5) days prior written notice to the other party. In the event of such termination, CONTRACTOR shall be paid for all sludge removed in accordance with the terms of this CONTRACT at the rate set forth in

Paragraph 4 of this CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this CONTRACT in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)



CITY:
CITY OF BUNNELL

By: Catherine D. Robinson
Catherine D. Robinson, Mayor

ATTEST

Sandra Bolser
Sandra Bolser, City Clerk

CONTRACTOR:

Ormond Septic Systems

By: [Signature]

Name: GREGORY B THOMPSON

Title: PRESIDENT

APPROVED AS TO FORM & CONTENT

[Signature] Date: 3/28/15
Wade C. Vose, Esq., City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2015

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

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 LRA Insurance 498 S Lake Destiny Rd Orlando FL 32810		CONTACT NAME: Jacqueline Allen PHONE (A/C, No, Ext): (407) 838-3445 FAX (A/C, No): (407) 838-3460 E-MAIL ADDRESS: jallen@lrainsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Westfield Insurance Company A	
		NAIC # 24112	
INSURED Rayco Funding & Development, Inc. DBA: Ormond Septic Systems 500 Walker St Holly Hill FL 32117		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 14/15

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CWP0521068	7/14/2014	7/14/2015	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000				
			MED EXP (Any one person) \$ 1,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CWP0521068	7/14/2014	7/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$
			AGGREGATE \$				
			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
			E.L. DISEASE - EA EMPLOYEE \$				
			E.L. DISEASE - POLICY LIMIT \$				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Bunnell is named as additional insured with respects to the General Liability coverage. Ten days notice of cancellation for non payment of premium applies.

CERTIFICATE HOLDER

City of Bunnell Utilities Department 201 W. Moody Blvd. Bunnell, FL 32110	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 B Tomlinson/DCOGGO

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

RAYCO FUNDING & DEVELOPMENT, INC.

2 Business name/disregarded entity name, if different from above

ORMOND SEPTIC SYSTEMS

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶
- ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

500 WALKER STREET

6 City, state, and ZIP code

HOLLY HILL, FL 32117

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

5	9	-	2	8	4	6	1	9	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Jessie Swindling

Date ▶

3-31-15

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2015

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

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PRODUCER
Stonehenge Insurance Solutions, Inc.
300 Avenue of the Champions
Ste. 222
Palm Beach Gardens, FL 33418

CONTACT NAME: 888-925-2990

PHONE (A/C, No, Ext): 561-746-5027

FAX (A/C, No):

E-MAIL ADDRESS: certs@progressiveemployer.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Technology Insurance Company, Inc.

42376

INSURED
Progressive Employer Management Co, Inc. and all its affiliates and subsidiaries

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

For Co-employees of RAYCO FUNDING AND DEVELOPMENT, INCORPORATED dba:
Ormond Septic Systems
6407 Parkland Dr.
Sarasota, FL 34243

COVERAGES

CERTIFICATE NUMBER: GLQENK47

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3431595	09/15/2014	10/01/2015	X WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$
							\$
							\$
							\$

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

Coverage is extended to Co-employees but not subcontractors of RAYCO FUNDING AND DEVELOPMENT, INCORPORATED dba: Ormond Septic Systems

CERTIFICATE HOLDER

City of Bunnell
201 West Moody Boulevard
Bunnell, FL 32110

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

RENEWAL OF ORMOND SEPTIC SYSTEMS CONTRACT

THIS RENEWAL OF ORMOND SEPTIC SYSTEMS CONTRACT ("Amendment") is made this 9th day of May, 2016 ("Effective Date") by and between Ormond Septic Systems, a Florida corporation, ("Contractor"), and the City of Bunnell, Florida, ("City") (referred to collectively as the "Parties").

WITNESSETH

WHEREAS, the City of Bunnell entered into that certain Contract dated March 23, 2015 with the Contractor, a copy of which is attached hereto as Exhibit "A" (the "Ormond Septic Systems Contract"); and

WHEREAS, the Parties wish to renew such contract.


NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:


1. The parties hereby agree to renew the Ormond Septic Systems Contract for a one year term commencing on the Contract Renewal Date of March 23, 2016.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

Contractor

City of Bunnell, Florida


By: John Frugoli
Title: Operations Manager


By: Catherine D. Robinson,
Mayor

Approved as to form and legality for the
City of Bunnell

ATTEST:


Wade C. Vose, City Attorney


Sandra Bolser, City Clerk

RENEWAL OF ORMOND SEPTIC SYSTEMS CONTRACT

THIS RENEWAL OF ORMOND SEPTIC SYSTEMS CONTRACT ("Amendment") is made this 27th day of March, 2017 ("Effective Date") by and between Ormond Septic Systems, a Florida corporation, ("Contractor"), and the City of Bunnell, Florida, ("City") (referred to collectively as the "Parties").

WITNESSETH

WHEREAS, the City of Bunnell entered into that certain contract dated March 23, 2015 with the Contractor, a copy of which is attached hereto as Exhibit "A" (the "Ormond Septic Systems Contract"; and

WHEREAS, the Parties renewed such contract in May 2016 to extend the contract for a one year period until March 23, 2016.

WHEREAS, the parties wish to extend the contract for one month period for the current rate.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. The parties hereby agree to renew the Ormond Septic Systems Contract for a one month period on the contract renewal date of March 23, 2017.
2. The parties hereby agree that the current rate will remain unchanged during the contract renewal period.

IN WITNESS, WHEREOF, The Parties have executed this Amendment as of the day and year first above written.

Contractor

City of Bunnell, Florida

By: _____
Title: _____

By: Catherine D. Robinson,
Mayor

Approved as to for and legality for the
City of Bunnell

ATTEST:

Wade C. Vose, City Attorney

Sandra Bolser, City Clerk



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 3/17/2017 Amount: N/A
Department: Utilities Account #: N/A
Subject: Ordinance 2017-09: Amending Chapters 166 and 163 Sections 66-161 and 66-237 Code of Ordinances Low Pressure Sewer System (LPSS) and Pretreatment Effluent Pumping (PEP) Regulations - First Reading
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

Description	Type
Ordinance 2017-09	Ordinance

Summary/Highlights:

This is a request to amend the above Code of Ordinances Chapters regarding the regulating of Utilities requirements.

Background:

To clarify LPSS and PEP systems management:

The City shall maintain individual LPSS and PEP Systems which include the pretreatment tank, the pump within, the control panel and the alarm system only.

The owner of the property is responsible for the piping, tanks and all other plumbing equipment installed between the house and/or accessory buildings and the pretreatment tank. The owner of the property shall provide the electric power necessary to operate the LPSS/PEP System.

All LPSS and PEP systems accepted by the City shall become the property of the City and will be operated and maintained by the City. No person shall do any type of work, nor be reimbursed for any type of work, on the LPSS or PEP system unless written authorization from the City is received prior to the work being accomplished. All work done under this authorization shall be inspected and approved by the City.

Staff Recommendation:

Approve Ordinance 2017-09 Amending Section Chapters 166 and 163 Sections 66-161 and 66-237 Code of Ordinances LPSS and PEP Regulations - First Reading.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend approval.

ORDINANCE 2017-09

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE BUNNELL CODE OF ORDINANCE SECTION 66-161 DEFINITIONS; DEFINING THE POINT OF DEMARCATION FOR LOW PRESSURE SEWER SYSTEMS AND PRETREATMENT EFFLUENT PUMPING STATIONS; ADDING REGULATIONS FOR LOW PRESSURE SEWER SYSTEMS AND PRETREATMENT EFFLUENT PUMPING STATIONS; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapters 166 and 163, Florida Statutes, include authority to enact regulations to protect the health, safety and welfare, and interests of the citizens of the City; and

WHEREAS, the City Commission of the City of Bunnell finds it in the public interest to ensure the Code of Ordinance provides for the regulation of utilities requirements; and

WHEREAS, some sections of the City contain low pressure sewer systems or pretreatment effluent pumping stations; and

WHEREAS, the Bunnell Code of Ordinances does not presently provide regulations for low pressure sewer systems or pretreatment effluent pumping stations; and

WHEREAS, regulations are needed regarding the City and owner responsibilities regarding these types of systems.

NOW THEREFORE BE IT ORDAINED BY THE COMMISSION OF THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA THAT:

Section 1.

The Bunnell Code of Ordinances Section 66-161, is hereby amended as follows:

Sec. 66-161. Definitions.

Low Pressure Sewer System (LPSS) is defined as a sanitary collection system which uses a small pump station associated with an individual property to move wastewater through a transmission system. Low pressure sewers are installed where gravity sewers are not cost effective or feasible.

Point of demarcation means the point at which the utilities responsibility ends and the owner's responsibility begins. This point is determined to be at the city easement in which the owners' property and the city's easement meet. For a water service, the water meter is the point of demarcation, and for the sanitary sewer service, this point is set at the easement where the city easement and the owner's property meet.

Point of demarcation for Low Pressure Sewer Systems or Pretreatment Effluent Pumping systems is the installed cleanout immediately adjacent to the LPSS/PEP Tank on the property owner's side of the LPSS/PEP tank. If a cleanout is not installed, the point of demarcation is the immediate point of entry into the LPSS/PEP tank.

Pretreatment Effluent Pumping Stations (PEP) is defined as a self-contained system that includes a vault/tank, pump, float, and alarm and receives raw sewage from a household. In the pretreatment tank the wastewater is treated anaerobically. Once the level of the tank reaches a set level, a pump will activate and then deliver flow to a pressured sewer main that conveys to a gravity sewer/lift station/treatment plant.

Section 2.

The Bunnell Code of Ordinances is hereby amended as follows:

Sec. 66-237 – Low Pressure Sewer Systems (LPSS) and/or Pretreatment Effluent Pumping (PEP) Stations.

(a) The City shall maintain individual LPSS and PEP Systems which include the pretreatment tank, the pump with-in, the control panel and the alarm system only.

(b) The owner of the property is responsible for the piping, tanks and all other plumbing equipment installed between the house and/or accessory buildings and the pretreatment tank. The owner of the property shall provide the electric power necessary to operate the LPSS/PEP System.

(c) All LPSS and PEP systems accepted by the City shall become the property of the City and will be operated and maintained by the City. No person shall do any type of work, nor be reimbursed for any type of work, on the LPSS or PEP system unless written authorization from the City is received prior to the work being accomplished. All work done under this authorization shall be inspected and approved by the City.

(d) The City shall make a reasonable effort to inspect and keep its facilities in good repair, but assumes no liability for any damage caused to the system that is beyond the control of normal maintenance or due to situations not previously reported to the department. This shall include damage due to breaking of pipes, entry of foreign material into the system, or other reasons. If the public works director/utility manager determines that a service call or the replacement of a pump, a control panel or an alarm system is the result of improper use of the system by the owner of the property served thereby or by anyone on his said property, or the result of improper installation of a control panel or alarm system, the cost of such service call or replacement pump, control panel or alarm system shall be charged to such owner. If the LPSS/PEP system is damaged through negligence, the property owner or utility account holder will be charged for time and materials needed to make repairs.

(e) Utility Easements are required for equipment outside the standard right of way to be serviced and maintained by the City. The property owner is responsible for providing the City with the Utility Easement agreement.

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to include, but not be limited to, the adoption of administrative forms, policies, procedures, processes and rules.

Section 4. Codification.

The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Bunnell Code of Ordinance* and the Sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 3, 4, 5, 6 and 7 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

Section 5. Conflicts.

All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, 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 thereof.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this 27th day of March 2017.

Second Reading: adopted on this _____ day of _____ 2017.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney

Attest:

Sandra Bolser, City Clerk

Seal:



City of Bunnell, Florida

Agenda Item No. F.1.

Document Date: 3/14/2017 Amount: \$194,000
Department: Finance Account #: various
Subject: Resolution 2017-09: Amending General Fund Budget for Residential Construction Mitigation Program (RCMP) Grant
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Budget Resolution 2017-09	Cover Memo
exhibit A	Exhibit
RCMP Grant contract	Exhibit

Summary/Highlights:

Resolution 2017-09 to amend General Fund Budget for Residential Construction Mitigation Program (RCMP) Grant.

Background:

December 2015 the City approved the grant agreement for the Residential Construction Mitigation Program (RCMP). This resolution amends the General fund budget to recognize the grant revenue and expense.

Staff Recommendation:

Recommend the adoption of resolution 2017-09 to amend the General Fund Budget for Residential Construction Mitigation Program (RCMP) Grant.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Adopt Resolution 2017-09 Amending the General Fund Budget for Residential Construction Mitigation Program (RCMP) Grant.

RESOLUTION 2017-09

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA AMENDING THE FISCAL YEAR 2016-2017 GENERAL FUND ANNUAL OPERATING BUDGET, RECOGNIZING REVENUES IN THE ESTIMATED AMOUNT OF \$194,000; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; AMENDING RESOLUTION 2016-18, RESOLUTION 2017-04 AND RESOLUTION 2017-05 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bunnell City Commission adopted Resolution 2016-18 approving the Annual Operating Budget for Fiscal Year 2016-2017 and Resolution 2017-04 and 2017-05 amending the Annual Operating budget; and

WHEREAS, the City of Bunnell City Commission has approved the acceptance of the Residential Construction Mitigation Program (RCMP) grant funding; and

WHEREAS the City of Bunnell City Commission desires to adjust the General fund operating budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BUNNELL AS FOLLOWS:

SECTION 1. BUDGET AMENDMENT. The City Commission of the City of Bunnell amends the Fiscal Year 2016-2017 General Fund Operating Budget by revising as specified in Exhibit A attached hereto, which reflects revenues and corresponding expenditures for the designated events.

SECTION 2. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2016 through September 30, 2017.

SECTION 3. SUPPLEMENTAL APPROPRIATIONS. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfer appropriations may be effected by the City Commission and the City Manager as deemed necessary in strict compliance with the procedures specified in Fiscal Management Policy 1004.1.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED at the meeting of the City Commission of the City of Bunnell, on the 27th day of March 2017.

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

ATTEST:

Approved as to Form:

Sandi Bolser, City Clerk

Wade Vose, City Attorney

Seal:

Attachments: Exhibit A

COMPOSITE EXHIBIT A

Resolution Number: 2017-09

FY2017
PREPARED:
FINANCE:

General Fund 001
3/14/2017
Stella L. Gurnee

APPROVED BUDGET

REVENUES:

State Grant	194,000
	<hr/>
TOTAL REVENUES:	194,000
	<hr/> <hr/>

EXPENDITURES:

Non-Operating grants & aid	194,000
	<hr/>
TOTAL EXPENDITURES	194,000
	<hr/> <hr/>



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

January 04, 2016

Mr. Lawrence Williams, City Manager
City of Bunnell
201 W Moody Blvd.
Bunnell, Florida 32110

**Re: Project Number RCMP2016-002
City of Bunnell
Residential Construction Mitigation Program**

Dear Ms. Nelson:

Enclosed is the executed Residential Construction Mitigation Program (RCMP) agreement (DEM No. 16RC-Q3-04-28-02-268) between City of Bunnell and the Division of Emergency Management. Upon completion of the work identified in the agreement, a Request for Reimbursement form (Attachment D) should be completed and submitted to the Division for processing in accordance with Paragraph (17) of the Agreement.

Meredith VanValkenburgh, Program Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Meredith VanValkenburgh at (850) 413-9946.

Respectfully,

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA:mm

Enclosure

Agreement Number: 16RC-Q3-04-28-02-268

Project Number: RCMP2016-002

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Bunnell, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these funds from the State of Florida, General Appropriations Act of 2015-2016 for the purposes set forth in Section 215.559, Fla. Stat., and has the authority to grant these funds to the Recipient upon the terms and conditions below.

C. The Division has statutory authority to disburse funds under this agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A to this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties, and shall end **June 30, 2016**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon

request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a non-state entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this

Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website:

<https://apps.fldfs.com/fsaa/singleauditact.aspx>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Florida Division of Emergency Management at the following address:

Florida Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

OR
DEMSingle_Audit@em.myflorida.com

The Florida Auditor General's Office at the following address:

Florida Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letters, or other information required to be submitted to the Division pursuant to this Agreement shall be submitted on time as required under 2 C.F.R. Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with 2 C.F.R Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (CPA) licensed under Chapter 473, Fla. Stat. The (CPA) shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or

may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment E.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Meredith VanValkenburgh, Project Manager
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-413-9946
Fax: 850-413-9857
Email: Meredith.VanValkenburgh@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Mr. Lawrence Williams, City Manager
201 W Moody Blvd
Bunnell, Florida 32110
Telephone: 386-437-7500
Fax: 386-437-7503
Email: ljwilliams@bunnellcity.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance Payment

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$194,000.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal 2 C.F.R Part 200. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation

requirements of applicable 2 C.F.R. Part 200 Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of the "Florida Division of Emergency Management", and mailed directly to the following address:

Florida Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily **excluded** from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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 or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in

connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

CITY OF BUNNELL

By: Catherine D. Robinson
Name and title: Catherine D. Robinson, Mayor
Date: 12/9/2015
FID# 59-6000285

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: Miles E. Anderson, for
Name and Title: Bryan W. Koon, Director
Date: 1/7/2016

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project – Residential Construction Mitigation Program

State awarding agency: Division of Emergency Management

Catalog of State Financial Assistance title: Residential Construction Mitigation Program

Catalog of State Financial Assistance number: 31.066

Amount of State Funding: \$ 194,000.00

Attachment A

Budget and Scope of Work

The City of Bunnell (Recipient) will provide residential wind mitigation retrofit improvements as identified in RFP-DEM-14-15-043 on as many residential structures as possible during the period of performance of this Agreement and within the award amount. The Division of Emergency Management's (Division) Property Information Spreadsheet will be a controlling document that forecasts and monitors expenditures for the approved mitigation properties. All residential structures shall be located within the City of Bunnell and be approved by the Division. Any changes on selected structures shall be immediately reported to RCMP grant manager. The Recipient will focus on a systemic approach that ties together all aspects of wind mitigation. A "systemic approach" must be in adherence to Florida Statute (FS) 553.844 Windstorm Loss Mitigation; Requirements for Roofs and Opening Protection. Deviation from a systemic approach must be approved by both the Recipient and the Division.

Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the wind mitigation retrofit projects approved. This includes but is not limited to subcontractor selection and payments, reimbursement requests and accountability for all Division funds awarded. All wind mitigation projects will conform to the higher standard of protection. Therefore Residential Construction Mitigation Program (RCMP) implements the minimal standard as Wind-borne Debris Regions stipulated within the Florida Building Code (FBC), 5th edition.

The Recipient will provide residential wind mitigation retrofit improvements as identified in RFP-DEM-14-15-043 on as many qualified, residential structures as possible during the period of performance of this Agreement and within the award amount.

ORDER OF AUTHORITY:

The Recipient agrees to follow the Florida Building Code. First authority rests in Florida Statute 553.844 which is further clarified within the associated Florida Building Codes for wind retrofit and high velocity wind zones. Where Florida Statute 553.844 or the Florida Building Code is not clear, RCMP advises using FEMA publication P-55 Coastal Construction Manual: Principles and Practices of Planning, Siting, Designing, Constructing, and Maintaining Residential Buildings in Coastal Areas, 4th Edition (2011), and FEMA P-804 Wind Retrofit Guide for Residential Buildings (2010) as a reference. Florida Statute 553.844 in conjunction with all relevant Florida Building codes for wind retrofit and high velocity wind zones will maintain final authority.

RIGHT OF REFUSAL:

The Division **retains the right of refusal for any project or property** submitted to the Division. This right can be executed with cause or without cause.

REGARDING THE REQUEST FOR PROPOSAL:

The Request for Proposal (RFP) constitutes a framework for proposals. The RFP does not replace the State Funded Grant Agreement, Scope of Work, and all other attachments. Further an RFP is defined by Florida Statute 287.057 wherein, "An agency shall use a request for proposals when the purposes and uses for which the commodity, group of commodities, or contractual service being sought can be specifically defined and the agency is capable of identifying necessary deliverables. Various combinations or versions of commodities or contractual services may be proposed by a responsive vendor to meet the specifications of the solicitation document." The RFP remains a response and acts, in kind, as an application from an applicant.

TASKS:

Task 1 (Identification and inspection): The Recipient shall establish and utilize a selection process that identifies residential structures for possible wind mitigation retrofit. Wind mitigation inspection shall be performed by a state certified wind mitigation inspector, local building official, or licensed general contractor. The inspector will identify any previous wind mitigation improvements or deficiencies and whether or not the structure may be safely, adequately, and effectively retrofitted for wind mitigation to lessen the impact of wind related damage. The Recipient will make application for "systemic" wind

mitigation. Systemic refers to the structures ability to bear excess or excessive wind loads from the top of the structure through to the foundation of the structure. Where a systemic approach cannot be implemented, the Recipient must have a clear justification for the reason why the systemic approach cannot be implemented (i.e., structure has already been partially mitigated or structure does not otherwise require certain measures). Pursuant to Florida Statute 553.844, systemic will be defined as the "strengthening of existing site-built, single family residential structures to resist windstorm forces shall be provided" to include the following wind mitigation activities:

- a) Replacement of roof sheathing, ref. FBC R803; Roof sheathing shall be attached in compliance with the FBC Residential Section 803, FS 553.844.
- b) Replacement of roof covering, ref. FBC R4402.10; the RCMP defines roof covering as 3 tab shingles referenced in FBC Residential Section 4402.1.
- c) Strengthening of roof deck attachment, ref. FBC R907.7.1
- d) Strengthening of roof to wall connection, ref. FBC R907.8.1;
- e) Installation of secondary water barrier, ref. FBC R907.7.2;
- f) Installation of hurricane straps, ref. FBC R907.8.2;
- g) Opening protection systems must contain products that are certified to resist Large Missile Impact. Installation of shutters, door opening protection, roof -vent, soffits, and louvres, ref. FBC B2410;
- h) Installation of impact resistant shutters, doors, and garage doors ref. FBC B2410;
- i) Brace bottom chord gable end, ref. FBC B1701;

RCMP advises but does not mandate that wall to foundation connections be assessed for structural stability and integrity.

All mitigation construction work must be completed by a Qualified, Licensed Florida Contractor. All residential structures shall be located in the geographical boundaries of the State of Florida and be approved by the Division. All mitigation retrofits shall minimally meet the associated building codes referenced above. Further, all mitigation retrofit activities will comply with local building codes and manufacturer's specifications.

The Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the mitigation retrofit projects approved by the Division.

After the execution of a State-Funded Grant Agreement, the Recipient shall conduct an inspection of residential properties and identify a group of properties eligible for mitigation retrofit improvements.

1. The Recipient shall submit a list of those properties to the Division within 30 days of the executed agreement.
2. The Recipient shall submit the property information sheet with the estimated mitigation costs on a 2016 Property Information Spreadsheet (PIS) provided by the Division at the time of Award.
3. Color digital photographs that include but are not limited to, interior attic pictures of trusses and gables, condition of the roof, ventilation pipes found on the roof, condition of soffit and fascia, condition and number of windows and doors, and a 360 degree exterior walk of the structures are required with the submission of the PIS.
4. The Recipient may identify additional properties until April 15, 2016.

The Division will conduct a benefit-cost analysis (BCA) for each of the submitted properties to determine if the mitigation retrofits are cost-effective. A property with a BCA ratio of one (1) or greater has more benefits than costs and is therefore considered cost-effective. Some of the submitted properties may receive a BCA ratio of less than one (1). However, if the combined BCA ratio for the submitted group of properties is equal to one (1) or greater the group of properties may be approved. Specific properties may be added or withdrawn if necessary in order to achieve a combined BCA of one (1) or greater.

Task 2 (Submission of identified properties): The Recipient shall submit to the Division a Property Information Spreadsheet (PIS) for each residential property identified for possible wind mitigation retrofits. The Recipient will provide all the requested information for each residential structure, to include color digital photographs. The electronic PIS will be provided to the Recipient by the Division and should not be altered in anyway. As part of the submission, the Recipient shall identify whether:

- a) the residence is a site built, single family residence;
- b) all improvements on the residence were permitted;
- c) the structure is the primary residence of the homeowner, and,
- d) any outstanding liens or judgments that are attached to the residence or its underlying property has been satisfied.

The Recipient shall select a Qualified; Licensed Florida Contractor in accordance with the Recipient's procurement policy to complete the SOW for each Division approved residential structure.

No construction shall be started prior to the Division's approval of the wind mitigation retrofit improvements.

Task 3 (Scope of work development): The Recipient shall develop a Scope of Work (SOW) for each property and send a copy of each residence's SOW to the Division for RCMP approval. The SOW shall be based on all the mitigation retrofit measures identified on the Property Information Spreadsheet and approved by the Division. The Recipient shall select a Qualified; Licensed Florida Contractor in accordance with the Recipient's procurement policy to complete the SOW for each Division approved residential structure.

No construction shall be started prior to the Division's approval of the individual scope of work for each residential structure for wind mitigation retrofit improvements.

Task 4 (Construction): Upon completion and approval of Tasks 1 through 3, the construction phase shall commence. No construction shall begin prior to the Division's approval of the **individual scope of work**. The Recipient is responsible for supplying all relevant Florida product approval codes for each residence to the Division. The Recipient or its Subcontractors shall complete all wind mitigation retrofit measures as approved by the Division and identified on the Property Information Sheet. The minimum level of required service includes, but is not limited to the completion of all or some of the mitigation retrofit measures identified the PIS. All construction work shall be completed by a Qualified and Licensed, Florida Contractor.

Documentation is required to support each RFR. In some cases, all the wind mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. Additional documentation in the form of an Affidavit signed by the project manager attesting to the completion of the work identified in RFR is required.

Task 5 (Final inspection): Upon completion of the wind mitigation retrofit improvements, a post inspection must be performed by the Recipient and a member of the State Mitigation Technical Unit to ensure that all projects have been completed in accordance with RCMP parameters.

Requests for reimbursement: During the course of the Fiscal Year, the Recipient is required to submit, at a minimum quarterly, Request for Reimbursements (RFR). The recipient is required to submit a request for project closeout. Final RFR request cannot be processed until Division has had received final signoff from the State Mitigation Technical Unit regarding project completion. Recipient is must still submit a final RFR with their request for project closeout.

Construction expenses: The Recipient will pre-audit bills, invoices, and/or charges submitted by the subcontractors and pay the subcontractors for approved bills, invoices, and/or charges. Recipient will submit Reimbursement Requests (Attachment D) to the Division with copies of Subcontractor's bills, invoices, and/or charges and Proof-of-Payment by the Recipient in the form of cancelled checks, payroll records, electronic payment verification, etc. The Recipient shall ensure that the Contractor's Invoice clearly identifies each mitigation item installed.

Administrative expenses: The Recipient shall provide source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

DELIVERABLES:

Deliverable 1 (Identification and inspection; submission of identified properties): Based on the work described in Tasks 1 and 2, the Recipient shall submit, in an electronic format, the completed initial Property Information Spreadsheet (PIS). All the requested information identified by the PIS is required and shall be provided, including multiple color non-pixelated photographs provided in digital format. The color digital photographs may be sent by email, one structure per email, or via the Division's File Transfer Protocol (FTP) site or DEM web based application (Sharepoint). The RCMP Project Number and property owner name must be in the subject line of an email. In the FTP method, each property shall be in a separate file. The file names need to be short but identifiable. File names such as last name and address number (jones1234), or recipient's tracking number on the PIS. Approval of individual properties will be based on an aggregate BCA ratio.

Due Date: Initial PIS is due September 30, 2015. This initial PIS should record 10 potential properties. Recipient requested addition or deletion of properties is due by April 15, 2016.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative expenses and Construction Expenses associated with property identification, plan development, completion, and submission of the initial Division's Property Information Spreadsheet (PIS).

Deliverable 2 (Scope of work development): Based on the work described in Task 3, the Recipient shall submit, in an electronic format, a spreadsheet that contains the following information:

- a) Recipient Name and RCMP Project Number;
- b) Date of Report;
- c) Property Owner's Name;
- d) Selected Contractor's Name and date of contractor selection for each mitigation measure; and,
- e) Florida Product Approval Code for each mitigation product to be installed.

Due Date: Within fourteen days of Contractor selection.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses associated with each approved Property's SOW, bidding process, or Contractor selection and creation of detailed spreadsheet.

Deliverable 3 (Construction): Based on the work described in Task 4, the Recipient shall provide a Request for Reimbursement (RFR) Package that includes the following information:

- a) Recipient's Invoice shall meet Florida's Department of Financial Service standards for invoicing. They should include but are not limited to:
 - 1) Start Date of Work Period (start of invoice period);
 - 2) End Date of Work Period (end of invoice period);
 - 3) Description of Work Performed; and,
 - 4) Payment amount requested for reimbursement.
- b) Request for Reimbursement (Attachment D)
 - 1) Signed and dated Summary Page with relevant Detail Pages;
 - 2) Sub-Contractor's Invoice:
 - a. Sub-Contractor Name;
 - b. Property owner name and address;
 - c. Date work performed;
 - d. Exact mitigation measure completed, quantity ; and,
 - e. Amount requested for each mitigation measure,
 - 3) Copies of Canceled Checks or Electronic Funds Payment Verification;

- 4) Quarterly Report; and,
- 5) Affidavit of Partial Competition (if applicable).

Due Date: Deliverable 3, is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the final Agreement execution date and every quarter thereafter. It shall include the quarterly report. The quarterly submission is due no later than 10 days after the close of the quarter.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses and Construction Expenses associated with all the mitigation retrofit improvements. The mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. The "Final Reimbursement Request" must be submitted by July 15, 2016.

Deliverable 4 (Final inspection): Based on the work described in Task 5, the Recipient shall provide a Final Close-Out Package CD to include the following:

- a) Request For Final Inspection on agency/company letter head identifying the RCMP Project number, contract number and must include the following statements:
 - 1) The project is 100% complete;
 - 2) Scope of Work for each residential structure has been completed; and,
 - 3) All relevant building Codes and Standards have been satisfied.
- b) A CD or other digital media that contains electronic folders for each individual property. The folders must have PDF formatted documents for each of the following:
 - 1) Approved PIS;
 - 2) Scope of Work;
 - 3) Color Photographs, in digital format, documenting mitigation work post;
 - 4) Building Permit;
 - 5) Approved Post Inspection Reports/Certificates of Completion for each Residential Structure;
 - 6) Florida Approved Product Code, Notice of Acceptance/Product Approvals; and,
 - 7) Lien Waivers.
- c) An Electronic Spreadsheet to include;
 - 1) Homeowner's Name;
 - 2) Homeowner's Address;
 - 3) Pre and Post Inspection Dates;
 - 4) Retrofit Measures Completed;
 - 5) Retrofit Cost; and,
 - 6) Homeowner's Insurance Company and Policy Number (When Available).

Due Date: On or before May 15, 2016

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses and Construction Expenses associated with Final Closeout preparation, final inspections, and any additional mitigation performed as required by final inspection. The "Final Reimbursement Request" must be submitted by July 15, 2016.

Financial Consequences: If the recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- b) Disallow all or part of the cost of the activity or action not in compliance;

- c) Wholly or partly suspend or terminate the current award for the recipient;
- d) Withhold further awards for the program; or,
- e) Take other remedies that may be legally available.

TABLE 1: BUDGET

BUDGET: The Budget is designed to account for RCMP Awarded Funds. Each invoice and RFR should clearly identify the amount of RCMP funds requested and provide supporting documentation. This is RCMP Project Number **RCMP16-002, City of Bunnell**. The Period of Performance for this project shall end **June 30, 2016**.

EXPENDITURE CATEGORIES AWARD	RFP-DEM 14-15-043
	RCMP AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
Administrative Expenses Indirect Costs: Costs that is difficult to assign to a specific project. For example: administrative staff, utilities, rent, miscellaneous supplies purchased in bulk	\$19,400
Program Expenses Direct Costs: Activities or services that benefit a specific project. For example: project specific construction costs, materials, inspections, and staff hours with activities directly related.	\$174,600
Totals	\$194,000

Project Timeline:

No work shall be performed under this Agreement prior to the Agreement execution date and the issuance of a Notice to Proceed. All subcontracts must be reviewed by the Division prior to execution. The Recipient is required to complete the mitigation work prior to the Final Close-Out Package due on **May 15, 2016**. Upon submission of the Final Close-Out Package, the Division will schedule on-site visits with the Recipient to inspect and confirm the mitigation work has been completed in compliance with this Agreement. All applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications must be certified by the local building official. Any mitigation deficiencies identified by the Division must be corrected by the end of the contract on **June 30, 2016**. A final invoice with complete documentation is due by **June 1, 2016**. Missing or incomplete documentation submitted with the final reimbursement request may result in a partial reimbursement. The project file will be closed on **August 15, 2016**.

Table 2. Key Deliverable Dates

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Completed PIS and required data	30 days after contract execution	Additional or Deletion of properties by April 15, 2016.
Deliverable 2: Property	Within 14 Days of contractor	
Deliverable 3: Quarterly Reports	September 30 th , December 31 st , March 31 st , June 30 th	Quarterly Reports are due 10 days after end of the quarter.
Deliverable 3: Quarterly Reports and RFR for Construction phase	September 30 th , December 31 st , March 31 st , June 30 th	Minimum RFR is due every quarter. RFR submitted with the Quarterly report. Due 10 days after end of the Quarter.
Deliverable 4: Final	By May 15, 2016	Upon completion of all approved
Deliverable 4: Additional	By June 30, 2016	End of Grant

The Period of Performance for this Agreement ends on June 30, 2016.

Attachment B
Program Statutes and Regulations

Section 215.559, Florida Statutes	Hurricane Loss Mitigation Program
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06) Compliance Requirements for Agreements	

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
- For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmental/grant/sfha_conditions.shtm
- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.
- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified

property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.

- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM FUNDS**

RECIPIENT NAME: CITY OF BUNNELL

ADDRESS: 201 W MOODY BLVD

CITY, STATE, ZIP CODE: BUNNELL, FL 32110

Project Number: RCMP-2016-002

PAYMENT No: _____

DEM Agreement No: 16RC-Q3-04-28-02-268

Eligible Amount 100%	Obligated Federal %	Obligated RCMP 100%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments
	N/A					

TOTAL CURRENT REQUEST: \$ _____

I certify that to the best of my knowledge and belief the above amounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE _____

NAME AND TITLE _____ DATE: _____

_____ TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT	
APPROVED PROJECT TOTAL \$ _____	
ADMINISTRATIVE COST \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
APPROVED FOR PAYMENT \$ _____	DATE _____

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE WORK UNDER THE RESIDENTIAL CONSTRUCTION MTIGATION PROGRAM

RECIPIENT: CITY OF BUNNELL PROJECT #: RCMP2016-002

CONTRACT# 16RC-Q3-04-28-02-268 FEMA TRACKING #: N/A

[illegible]

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: CITY OF BUNNELL

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM

QUARTERLY REPORT FORM

RECIPIENT: CITY OF BUNNELL

Project Number: RCMP2016-002

PROJECT LOCATION: _____

DEM ID #: 16RC-Q3-04-28-02-268

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) \$ _____

Provide reimbursement projections for this project:

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

Percentage of Work Completed (may be confirmed by state inspectors): _____%

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub-grant award.

Name and Phone Number of Person Completing This Form _____

Attachment G
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, 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 Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

CITY OF BUNNELL

Recipient's Name

16RC-Q3-04-28-02-268

DEM Contract Number

RCMP2016-002

Project Number



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 3/17/2017 Amount: N/A
Department: Finance Account #: N/A
Subject: Request Authorization of Residential Construction Mitigation Program (RCMP) grant application
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
July 2015 Interlocal Agreement	Exhibit
July 2016 Interlocal Agreement 1st Admendment	Exhibit
RCMP State of Florida RFP	Exhibit
2017 RCMP Grant application	Exhibit

Summary/Highlights:

Request authorization for the City in conjunction with Flagler County to submit a grant application for Residential Construction Mitigation Program (RCMP).

Background:

In July 2015 the City entered into an agreement with Flagler County to administer the City's Residential Construction Mitigation Program (RCMP) grant with the exception of the Building inspection functions. In July 2016 this interlocal agreement was amended to also exclude Purchasing functions due to a ruling by the Florida Department of Emergency Management (FDEM) that the expenditures must adhere to the City's purchasing policy.

During the current grant cycle seven residences in the City of Bunnell were authorized by FDEP to have construction services to bring their dwellings up to the current codes in order to prevent or lessen potential damage from a disaster event.

In the upcoming cycle the City will receive a portion for the administrative expense allocation to pay for the Purchasing function costs. There is no cost share for this grant. All mitigation is 100% funded by the grant.

The last grant cycle the City received \$194,000 for this program. We expect about the same level of funding for the new grant period.

Staff Recommendation:

Time is of the essence to complete this application and award acceptance paperwork. Request the

Commission Authorize the grant application submittal for the Residential Construction Mitigation Program (RCMP), and if awarded, authorize the City Manager to execute the grant agreement and all documents related to the application, acceptance, implementation and closeout of the grant.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

There are not cost share requirements for this grant. Recommend approval.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BUNNELL AND FLAGLER COUNTY
FOR THE RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM**

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the CITY OF BUNNELL, a Florida municipal corporation ("City"), whose address is 201 West Moody Boulevard, Bunnell, FL 32110, and FLAGLER COUNTY, a political subdivision of the State of Florida ("County"), whose address is 1769 East Moody Boulevard, Building 2, Suite 301, Bunnell, FL 32110.

WITNESSETH:

WHEREAS, the Parties desire to cooperate in order to provide for the housing needs of their citizens efficiently and in the most cost-effective manner; and

WHEREAS, the Florida Division of Emergency Management (hereinafter, "FDEM") administers mitigation programs designed to reduce or eliminate the impact of hazards, which exist within a community and are a threat to life and property, including the Residential Construction Mitigation Program (hereinafter, "RCMP"); and

WHEREAS, the outside funding assistance for residents in need of residential wind mitigation retrofit improvements, which entail a comprehensive, wind mitigation inspection and analysis of residential structures, as well as retrofitting services based on those findings, would benefit the citizens of Bunnell and Flagler County (hereinafter, "Residential Retrofits"); and

WHEREAS, the City anticipates being the recipient of RCMP funding from FDEM to cover the cost of the Residential Retrofits pursuant to an FDEM State-Funded Grant Agreement, (hereinafter, "RCMP Grant"); and

WHEREAS, the County has an established mitigation planner and qualified staff to manage and administer FDEM mitigation grants, and the City desires to utilize this expertise for its RCMP Grant; and

WHEREAS, the Parties desire to distribute monies available under the RCMP Grant pursuant to this Agreement and to provide for the County's administration of the RCMP Grant; and

WHEREAS, the Parties recognize the Residential Retrofits will provide increased wind resistance to homes, reducing damage, debris, and recovery time for residents and will benefit the communities in which they reside by mitigating against wind hazards; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125, 163, and 166, *Florida Statutes*, and other applicable laws.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and form a material part of this Agreement upon which the Parties have relied.

SECTION 2. ADMINISTRATION OF THE RCMP.

- a. The County shall draft the RCMP Grant application on behalf of the City. The City will submit the application and procure the grant. If the RCMP Grant is not awarded, this Agreement shall be null and void. If the grant is awarded, the City shall furnish the County with a copy of the executed RCMP Grant.
- b. Upon RCMP Grant award, responsible staff for the City and County shall meet and establish a protocol for administration of the grant. As part of the protocol, the Parties shall establish the responsibilities for producing the documentation that is necessary for the deliverables required by FDEM, including, but not limited to Property Information Sheets, Spreadsheets, Requests for Reimbursement, and the Final Close-Out Package.
- c. As part of the protocol, the County shall identify eligible beneficiaries for the Residential Retrofits under the RCMP Grant. The County's wind mitigation inspector shall conduct an inspection and analysis of eligible homes and identify the scope of work to be completed to achieve the objectives of the RCMP Grant. Based on this analysis, the County will provide the City, for submission to FDEM, the Property Information Sheets as required by the RCMP Grant.
- d. The County shall solicit vendors to complete the Residential Retrofits in accordance with the County's procurement policy. The County shall develop a Scope of Work for each property approved by FDEM based on the retrofit measures identified on the Property Information Sheets. The County shall engage the vendor/s selected by the County to complete the specific Residential Retrofits approved by FDEM in accordance with the RCMP Grant. The County shall be responsible for paying the vendor/s and providing necessary paperwork to the City for reimbursement from FDEM pursuant to the RCMP Grant.
- e. The County shall be responsible for monitoring the work of the vendor/s. The City shall be responsible for issuing permits associated with the Residential Retrofits. The County shall ensure the Residential Retrofits are completed in accordance with the standards, regulations, laws, codes, and procedural requirements, whether federal, state or local, which are applicable to, or in any manner affect the completion of the Residential Retrofits; this includes, but is not limited to, all terms, conditions, and project requirements set forth in the RCMP Grant and the associated rules and regulations of the FDEM.

- f. In order to ensure that the RCMP Grant requirements are satisfied and that the County is reimbursed as expeditiously as possible, the County shall forward to the City all backup documentation required to implement the RCMP Grant. The County shall assist the City in producing for execution and submission to FDEM all deliverables and reporting documents required for the City to seek reimbursement of eligible funds expended by the County on the Residential Retrofits under the RCMP Grant. Payment to the County is due no later than 30 days following receipt by the City of funds from FDEM for Residential Retrofits.
- g. The City shall reimburse the County for the actual cost of administrative services described above using the Administrative Expenditures portion of the grant funding as identified in Attachment "A" of the RCMP Grant. The City shall not be obligated to use any other funds to reimburse the County for administrative services costs other than those payable from the RCMP Grant. The City shall draw down the Administrative Expenditures from the RCMP Grant whenever allowed under the Grant and shall utilize the assistance of the County. Payment to the County is due no later than 30 days following receipt by the City of funds from FDEM for Administrative Expenditures.
- h. If FDEM requires repayment of grant funds due to grant compliances issues, the County shall be responsible for repayment of the full amount to FDEM.

SECTION 3. MODIFICATION OF AGREEMENT. This Agreement may only be modified by written agreement of the Parties, adopted with the same formalities as the adoption of this Agreement.

SECTION 4. EFFECTIVE DATE AND TERMINATION OF AGREEMENT. This Agreement shall become effective on the date this Agreement is filed with the Clerk of Courts. Neither of the Parties may unilaterally terminate this Agreement, and both Parties shall remain bound to this Agreement for the term of the RCMP Grant. Time is of the essence in the lawful performance of the duties and obligations contained in this Agreement.

SECTION 5. INTERPRETATION. The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either Party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

SECTION 6. LIABILITY AND INDEMNIFICATION.

- a. To the extent permitted by Florida law and without waiving any statutory and constitutional sovereign immunity protections, the City and County agree to hold harmless and shall indemnify FDEM from any and all claims and all manner of action and actions, losses, demands, damages, penalties and expenses including reasonable attorney's fees, which may result from, or arise out of the intentional or negligent acts of the employees of the City and County, while in the performance of this Agreement, subject to applicable law, including Section 768.28, Florida Statutes, regarding governmental agency liability.

- b. Nothing herein shall be deemed a waiver, express or implied, of either Parties' sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. Further, there are no third party beneficiaries to this Agreement or its liability and indemnification provisions except to FDEM.

SECTION 7. NOTICES. Whenever either Party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the Party for whom it is intended at the location specified below. The location for giving notice shall remain the same until it shall have been changed by written notice in compliance with the provision of this section. The Parties designate the following as respective locations for giving notice:



CITY OF BUNNELL:
City Manager
201 West Moody Boulevard,
Bunnell, FL 32110

FLAGLER COUNTY:
Public Safety Emergency Manager
Flagler County Emergency Services
1769 East Moody Blvd., Bldg. 3
Bunnell, FL 32110

SECTION 8. SEVERABILITY. Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal, or unenforceable.


SECTION 9. RECORDATION AND EFFECTIVE DATE. After execution, this Agreement shall be forwarded to the County Attorney's Office for recordation with the Clerk of Court in and for Flagler County, Florida.

IN WITNESS WHEREOF, the duly authorized officials of the Parties have made and executed this Agreement on the respective dates indicated below.

CITY OF BUNNELL

ATTEST


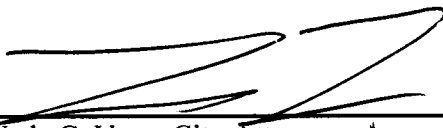
Sandra Bolser, CMC, City Clerk

CITY OF BUNNELL, FLORIDA, CITY COMMISSION


Catherine Robinson, Mayor

APPROVED AS TO FORM:

DATE: 07/27/2015

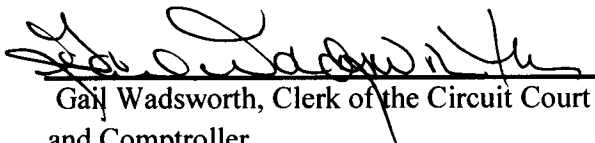


Wade C. Vose, City Attorney

FLAGLER COUNTY

ATTEST:

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**




Gail Wadsworth, Clerk of the Circuit Court
and Comptroller



Frank J. Meeker, Chairman

DATE: 9-9-15

APPROVED AS TO FORM:



Al Hadeed, County Attorney

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BUNNELL AND FLAGLER COUNTY
FOR THE RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM**

This FIRST AMENDMENT ("Amendment") is made and entered into by and between the CITY OF BUNNELL, a Florida municipal corporation ("City"), whose address is 201 West Moody Boulevard, Bunnell, FL 32110, and FLAGLER COUNTY, a political subdivision of the State of Florida ("County"), whose address is 1769 East Moody Boulevard, Building 2, Suite 301, Bunnell, FL 32110.

WITNESSETH:

WHEREAS, the Florida Department of Emergency Management ("FDEM") awarded the City a grant in 2015 through the Residential Construction Mitigation Program for the hardening of residences to mitigate against wind damage (the "RCMP Grant"); and

WHEREAS, the parties hereto entered into that certain Interlocal Agreement ("Agreement") recorded in the Official Records of Flagler County, Florida at Record Book 2085, Page 500, whereby the County mitigation planner would manage and administer the RCMP Grant on behalf of the City; and

WHEREAS, under the Agreement, the County would engage, monitor, and pay vendors to complete the Residential Retrofits within the City, for which the City would reimburse the County using the proceeds from the RCMP Grant; and

WHEREAS, FDEM has informed the parties that under the terms of the RCMP Grant, FDEM will only reimburse the City for the costs of engaging vendors to complete the residential retrofits; and

WHEREAS, FDEM has further informed the parties of its commitment to advance to the City a substantial portion of the grant award, and the County has pledged to advance to the City the remainder; and

WHEREAS, Section 3 of the Agreement provides that the terms of the Agreement may be modified by a written instrument executed by the City and County; and

WHEREAS, both parties continue to recognize the importance of providing increased wind resistance to homes to mitigate against damage and debris from wind events.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and form a material part of this Amendment upon which the Parties have relied.

SECTION 2. ADMINISTRATION OF THE RCMP. Section 2.d. of the Agreement is revised and replaced to read as follows:

1. The County shall develop a Scope of Work for each property approved by FDEM based on the retrofit measures identified on the Property Information Sheets.
2. The County shall assist the City in soliciting vendors to complete the residential retrofits in accordance with applicable procurement laws and policies.
3. The County shall assist the City in securing an advance of RCMP Grant funds from FDEM. The County shall advance to the City the difference between FDEM's advance and the total RCMP Grant award to the City. The City covenants to use the advances only for purposes of the residential retrofits as described herein.
4. The City shall engage the vendor/s to complete the specific residential retrofits approved by FDEM in accordance with the RCMP Grant. The City shall be responsible for paying the vendor/s with funds advanced by FDEM and/or the County.
5. The County shall assist the City in compiling the necessary documentation for seeking reimbursement of funds from FDEM, if applicable.
6. The City shall reimburse the County the funds advanced to the City by the County. The City's obligation to reimburse the County hereunder is subject to the City's receipt of awarded RCMP Grant funds required for such reimbursement.

IN WITNESS WHEREOF, the duly authorized officials of the Parties have made and executed this Agreement on the respective dates indicated below.

CITY OF BUNNELL, FLORIDA, CITY COMMISSION

ATTEST:



Sandi Bolser, CMC, City Clerk



Catherine D. Robinson, Mayor

DATE:

APPROVED AS TO FORM:

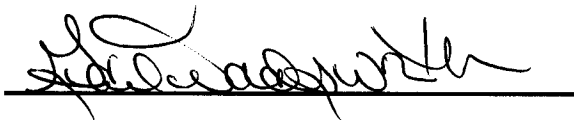


Wade C. Vose, City Attorney

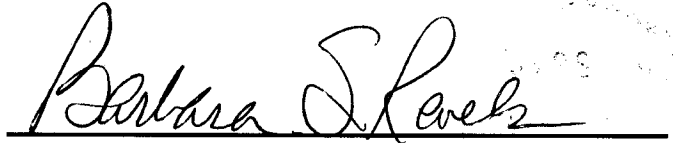
6/13/2016

**FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS**

ATTEST:



Gail Wadsworth, Clerk of the Circuit Court
and Comptroller



Barbara S. Revels, Chair

DATE:

APPROVED AS TO FORM:



Al Hadeed, County Attorney

July 6, 2016



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

February 13, 2017

ADDENDUM #1 RFP-DEM-16-17-048 Hurricane Loss Mitigation Program

The Division is issuing ADDENDUM #1 to the above referenced Request for Proposal (RFP) document. The following changes have been made:

- Revises Section 11) Schedule of Events. The Proposal Due date has been extended to April 4, 2017, by 2:00. The Posting of Intended Award is now April 27, 2017;
- Corrects the RFP number throughout the document to read RFP-DEM-16-17-048;
- Better aligns Section 30) Technical Proposal and the Exhibit C, Score Sheet;
- Increases the Executive Summary page count to two (2);
- Increases the Technical Proposal total page count to seventeen (17);
- Revises the Tasks and Deliverables section of the Exhibit A, Scope of Work; and,

Please see the REVISED RFP document attached. This Addendum does not need to be signed and acknowledged by potential proposers.

**State of Florida
Division of Emergency Management**



RFP-DEM-16-17-048

HURRICANE LOSS MITIGATION PROGRAM

Request for Proposals

CONTACT FOR QUESTIONS:

**Tara Walters
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100
Tara.Walters@em.myflorida.com
Phone #: (850) 410-1391**

1) BACKGROUND

For background into the Division's Hurricane Loss Mitigation Program ("HLMP"), please see the scope of work attached to this solicitation.

2) SOLICITATION

Through this Request for Proposals ("RFP"), the Division solicits written proposals from responsible and responsive Proposers who seek to perform mitigation retrofit improvements to approved structures.

In order to qualify for an award, the proposed mitigation retrofit improvements must reduce losses or reduce the cost of rebuilding after a disaster. Additionally, Proposers must identify structures that are not in compliance with the current edition of the Florida Building Code ("FBC").

When determining the effectiveness of a particular retrofit improvement, the Division will focus on the amount of reduction in risk exposure associated with the mitigation of a structure, not the age of that structure. Nonetheless, the Division encourages Proposers to target structures that fail to comply with no less than the 2001 edition of the FBC as retrofit improvements to those properties may yield the greatest savings for the Hurricane Catastrophe Fund. Please see Exhibit A, Scope of Work.

3) PROPOSERS

For the purpose of this document, the term "Proposer" means the prime Recipient acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer's team. The term "proposal" means the complete response of the Proposer to the RFP, including properly completed forms and supporting documentation. After the award, said Proposer will be referred to as the "Recipient".

4) ELIGIBLE PROPOSERS

Grant funds awarded under the Hurricane Loss Mitigation Program qualify as state financial assistance under the Florida Single Audit Act. See Section 215.971, Florida Statutes. The Catalog of State Financial Assistance number (CSFA#) is 31.066. The Legislature provides the Division with Hurricane Loss Mitigation funds through section 215.555(7)(c), Florida Statutes, and through the grants and aid appropriation category. The following table lists the categories of eligible and ineligible proposers:

Eligible proposers	Ineligible proposers
Governmental entities	Individual homeowners
Nonprofit organizations	For-profit organizations that do not qualify as private educational institutions
Public and private educational institutions	

The following statutory sections provide additional guidance:

- a) Section 215.555(7)(c), Florida Statutes, limits HLMP funding to “local governments, state agencies, public and private educational institutions, and nonprofit organizations.”
- b) **Grants and aid.** In order to qualify for an award of a State-Funded Grant Agreement under the “grants and aid” appropriation category, a Recipient must be either a unit of government or nonstate entity. See Section 216.011(1)(r), Florida Statutes.
- c) **Nonstate entity.** As defined by section 215.97(2)(m), Florida Statutes, nonstate entity “means a local governmental entity, nonprofit organization, or for-profit organization that receives state financial assistance.”
 - 1. **Local governmental entity.** As defined by section 215.97(2)(j), Florida Statutes, local governmental entity “means a county as a whole, municipality, or special district or any other entity excluding a district school board, charter school, Florida College System institution, or public university, however styled, which independently exercises any type of governmental function within the state.”
 - 2. **Nonprofit organization.** As defined by section 215.97(2)(l), Florida Statutes, nonprofit organization “means any corporation, trust, association, cooperative, or other organization that:
 - a. “Is operated primarily for scientific, educational service, charitable, or similar purpose in the public interest.
 - b. “Is not organized primarily for profit.
 - c. “Uses net proceeds to maintain, improve, or expand the operations of the organization.
 - d. “Has no part of its income or profit distributable to its members, directors, or officers.”
 - 3. **For-profit organization.** As defined by section 215.97(2)(g), Florida Statutes, for-profit organization “means any organization or sole proprietor that is not a governmental entity or a nonprofit organization.”

5) **RESPONSIBILITY**

In order to qualify as a responsible vendor as that term is defined by section 287.012(25), Florida Statutes, a proposer must demonstrate the capability in all respects to fully

perform the contract requirements and the integrity and reliability that will assure good faith performance.

Given the timeframe in which work must be completed under the HLMP (formerly RCMP) grant, the Division requires that each proposer who currently has an open RCMP grant with the Division (most recent years funding) be at or greater than 25% of completion of the award amount. Proposers under 25% completion of current year RCMP grant funding shall not qualify as responsible and therefore will not be considered for funding from this solicitation.

6) PROPOSALS

Applicants may submit one (1) proposal for a maximum award amount of \$194,000. Subcontractors may appear in more than one proposal. Sections 30 through 32 of this RFP provide additional guidance on proposal requirements.

7) RESPONSIVENESS

- a) **Vendor.** In order to qualify as a responsive vendor as that term is defined by section 287.012(27), Florida Statutes, a Proposer must submit a proposal that conforms in all material respects to this solicitation.
- b) **Proposal.** In order to qualify as a responsive proposal as that term is defined by section 287.012(26), Florida Statutes, a proposal must conform in all material respects to this solicitation.
 - 1. The Division shall not consider any proposal that contains a material deviation from the terms of this solicitation. However, the Division reserves the right to consider a proposal that contains a minor deviation or irregularity so long as that minor deviation or irregularity does not provide a competitive advantage over the other proposers.
 - 2. The Division shall not permit a vendor to amend a proposal after the due date for submissions – even if to correct a deviation or irregularity.
 - 3. Proposals shall not be considered if not received by the Division on or before the date and time specified as the due date for submission.
 - 4. All proposals must be typed or printed in ink.
 - 5. A proposal may fail to qualify as responsive by reasons that include, but are not limited to:
 - a. Failure to include a material form or addendum;

- b. Failure to include material information;
 - c. Modification of the proposal specifications;
 - d. Submission of conditional proposals or incomplete proposals; and,
 - e. Submission of indefinite or ambiguous proposals.
6. Other conditions which may cause rejections of proposals include but are not limited to:
- a. Submission of more than one proposal from the same vendor;
 - b. Evidence of collusion among proposers;
 - c. Obvious lack of experience or expertise to perform the required work;
 - d. Failure to perform or meet financial obligations on previous contracts or grant agreements; and,
 - e. Inclusion on the United States Comptroller General's List of Ineligible Contractors for Federally Financed or Assisted Projects.

8) SELECTION CRITERIA

The Division will make awards to the responsible and responsive proposers whose proposals represent the most advantageous options for the State. In other words, the Division will evaluate each proposal in order to determine which ones provide the best value. In making these determinations, the Division will focus on specific criteria such as technical excellence and cost. Section 40 of this solicitation outlines the Proposal Evaluation Process that the Division will use.

9) AWARDS

The Division intends to award State-Funded Grant Agreements to the most responsive and responsible Proposers whose proposals are determined to be the most advantageous to the Division. After awards, said Proposers will be referred to as the "Recipient". Awards will be offered to the Proposer with the overall highest average score, then to the Proposer with the next highest average score, and so on, until all funds have been offered or all eligible proposals have been funded. Partial funding may be offered to Proposers in order to expend all available money.

The Notice of Intent to Award will be announced and posted on the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu after final evaluation and totaling of scores at the Selection Committee meeting specified in the Schedule of Events (See Introduction Section 2, Schedule of Events). If the Division is confronted with identical

scoring from multiple vendors, the Division shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.

10) PERIOD OF PERFORMANCE

The Division anticipates that the period of performance will begin on date of final execution of the Agreement by the Division and be effective through June 30, 2018.

11) SCHEDULE OF EVENTS

Provided below is a list of critical dates and actions. These dates are subject to change. Notice of changes (addenda) will be posted on the MFMP Vendor Bid System at www.myflorida.com (click on "BUSINESS", then click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information.

ACTION / LOCATION	DATE	TIME
ADVERTISE RFP:	1-26-2017	5:00 P.M
RFP and SCORING CRITERIA: To Committee Members via Email	1-27-2017	5:00 P.M
DEADLINE FOR TECHNICAL QUESTIONS: There is no deadline for administrative questions.	2-16-2017	2:00 P.M
POSTING OF TECHNICAL QUESTIONS & ANSWERS:	2-23-2017	5:00 P.M
PROPOSALS DUE (TECHNICAL PROPOSAL): 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100	4-07-2017	2:00 P.M
PUBLIC OPENING (TECHNICAL PROPOSAL): 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100	4-07-2017	2:30 P.M
SCORES DUE TO PROCUREMENT (SCORING TABULATION BY PROCUREMENT): 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100	4-24-2017	1:00 P.M
POSTING OF INTENDED AWARD:	4-27-2017	5:00 P.M

12) CONTACT PROVISION

As required by section 287.057(23), Florida Statutes, the Division highlights the following provision:

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

13) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address, or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at: 1 (800) 955-8771 (TDD).

14) MYFLORIDAMARKETPLACE

Since July 1, 2003, the State has been using the State of Florida's web-based electronic procurement system known as MyFloridaMarketPlace ("MFMP"). Proposers must be registered and active in the state of Florida's MFMP system by the time and date of the technical proposal opening or they will be considered non-responsive. All prospective proposers that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

15) FLORIDA DEPARTMENT OF FINANCIAL SERVICES (DFS) W-9 INITIATIVE

The Florida Department of Financial Services (DFS) requires all proposers that do business with the state to submit an electronic Substitute Form W-9. Proposers must submit their W-9 forms electronically at: <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

16) QUESTIONS & ANSWERS

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement specialist identified below. Questions must be received no later than the time and date reflected on the Schedule of Events. The Division's written response to written inquiries submitted timely by proposers will be posted to MFMP at: http://myflorida.com/apps/vbs/vbs_main_menu no later than the time and date reflected in Section 2, Schedule of Events. To access the Vendor Bid System (click on BUSINESS', then click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"). It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Tara Walters
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100
Tara.Walters@em.myflorida.com
Phone #: (850) 410-1391
Fax #: (850) 488-7842

Questions regarding administrative aspects of the solicitation process should be directed to the Procurement Specialist in writing at the above address or by phone #: (850) 410-1391.

17) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL / ADDENDA

No negotiations, decisions, or actions will be initiated or executed by a proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Division will be considered as a duly authorized expression on behalf of the Division.

Notices of changes (addenda) will be posted on the Florida Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All addenda will be acknowledged by signature and subsequent submission of addenda with proposal when so stated in the addenda.

18) DIVERSITY ACHIEVEMENT

The Division encourages the recruitment and utilization of minority, women, and veteran businesses. The Division, its vendors, suppliers, and consultants shall take all necessary

and reasonable steps to ensure that minority, women, and veteran businesses have the opportunity to compete for and perform contract work for the Division in a non-discriminatory environment.

- a) As defined by section 288.703(1), Florida Statutes, a certified minority business enterprise is a business which received certification from the certifying organization or jurisdiction in accordance with sections 287.0943(1) and (2), Florida Statutes.
- b) As defined by section 295.187(3), Florida Statutes, a certified veteran business enterprise is an independently owned and operated business that:
 - 1. Employs 200 or fewer permanent full-time employees;
 - 2. Together with its affiliates has a net worth of \$5 million or less or, if a sole proprietorship, has a net worth of \$5 million or less including both personal and business investments;
 - 3. Is organized to engage in commercial transactions;
 - 4. Is domiciled in this state;
 - 5. Is at least 51 percent owned by one or more wartime veterans or service-disabled veterans; and
 - 6. The management and daily business operations of which are controlled by one or more wartime veterans or service-disabled veterans or, for a service-disabled veteran having a permanent and total disability, by the spouse or permanent caregiver of the veteran.

For information on Certification Procedures for Vendor Preference programs, contact Thaddeus “Thad” Fortune, Certification Administrator, Office of Supplier Diversity at (850) 487-0915 or e-mail: Thad.Fortune@dms.myflorida.com

19) SCOPE OF SERVICES

Details of the work, information and items to be furnished by the Proposer are described in the Scope of Work, Exhibit “A”, attached hereto and made a part hereof.

20) QUALIFICATIONS

The Division will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this Request for Proposal.

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the Scope of Work (Exhibit A). Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise exempted by the Division's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

In accordance with sections 607.1501, 605.0902, and 620.1902, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign limited partnerships must be authorized to do business in the State of Florida. "Foreign Corporation" means a corporation for profit incorporated under laws other than the laws of this state. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to grant agreement execution. For authorization, contact:

Florida Department of State
R. A. Gray Building
500 S. Bronough
Tallahassee, Florida 32399-0250
Phone #: (850) 245-6051

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to grant agreement execution. For licensing, contact:

Florida Department of Business & Professional Regulation
1940 North Monroe Street
Tallahassee, Florida 32399-0797
Phone #: (850) 487-1395

21) WARRANTY / SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from these criteria must be documented in the proposal or the above statement shall prevail.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the Contractor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Division, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

22) LIABILITY INSURANCE

The Contractor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Division. Nor shall the Contractor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Contractor shall submit the required Certificates of insurance to the **Florida Division of Emergency Management, Procurement Office, and ATTENTION: Tara Walters, 2555 Shumard Oak Blvd. /Tallahassee, Florida 32399-2100.**

The Contractor must carry and keep in force during the period of this agreement a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$150,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$150,000.00 each occurrence, for the services to be rendered in accordance with this contract.

All insurance policies shall be with insurers qualified and licensed to do business in the state of Florida. Such policies shall provide that the insurance is *not* cancellable except upon thirty (30) days prior written notice to the Division.

The Division shall be exempt from, and in no way liable for, any sums of money which may represent a deduction in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor or subcontractor providing such insurance.

23) AGREEMENT DOCUMENT

The Division's "State-Funded Grant Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this RFP. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

24) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

After the proposal due date and prior to contract execution, the Division reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified and experienced staff and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements.

Should the Division determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experience personnel

(including technical staff) are not adequate to ensure satisfactory contract performance, the Division has the right to reject the proposal.

25) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposal must follow the procedure outlined in Section 120.57(3), Florida Statutes and file protests with the Division: **Division of Emergency Management, Agency Clerk, 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100.**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

26) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. All contractors must e-verify the employment status of their employees and subcontractors to the extent permitted by federal law and regulation. The U.S. Department of Homeland Security website (e-verify) is available at: <http://www.dhs.gov>.

27) RESERVATIONS

The Division reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Division's official file, without obligation to the Division.

28) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the RFP by the proposer. Any conditions placed on any aspect of the RFP documents by the proposer may result in their proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY PART OF THIS RFP OR THE ATTACHMENTS.** The only recognized changes to the RFP prior to proposal opening will be written addenda issued by the Division.

29) PROPOSAL FORMAT INSTRUCTIONS

This section contains instructions that describe the required format for the proposal. All proposals submitted shall be marked as follows:

TECHNICAL PROPOSAL NUMBER:

RFP-DEM-16-17-048 HURRICANE LOSS MITIGATION PROGRAM

(One Sealed Package for Technical)

30) TECHNICAL PROPOSAL (17 PAGES MAX)

The Proposer must submit one (1) original, two (2) copies and two (2) compact disc's ("CD") that contain the Technical Proposal, which must be divided into the sections described below. The original must be labeled "Original" and must contain an original signature of the authorized official. Since the Division will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. Proposals shall contain the following:

- a) **Transmittal Letter** (Limit 1 Page). Each Proposer shall provide a transmittal letter signed by an authorized individual for the organization submitting the proposal to the Division in response to this RFP. The letter must include the following:
 1. RFP Number RFP-DEM-16-17-048: HURRICANE LOSS MITIGATION PROGRAM
 2. Organization Name: Must be an eligible Proposer as defined in Section 5.0;
 3. Project Title: A short title that adequately describes the project;
 4. Federal Tax ID Number: For organization classification purposes;
 5. Submission Category: As defined in Section 1 and as defined in the Scope of Work as outlined in Exhibit A.
 6. Point of Contact Information: Name, title, address, telephone number, cell number, (if applicable), and email address.
- b) **Table of Contents** (Not included in page count). Each proposal shall provide a table of contents which clearly indicates the page numbers for the required sections.
- c) **Executive Summary** (Limit 2 Page, plus Appendix of Financials). The Proposer shall provide an Executive Summary to be written in non-technical language to include:
 1. The project description – A brief description and purpose of the project;

2. The need/ justification for this work;
 3. A summary of the Proposer's overall capabilities and qualifications,
 4. The Proposer's relative previous experience,
 5. The Proposer's approach for accomplishing the services specified herein, and,
 6. The Proposer's current financial information - Current financial information should be cited and attached in an Appendix. It should, at a minimum, include an income statement, balance sheet, and statement of cash flows (i.e.: independent certified audit or financial statements). Any corrective action plan(s) or audit findings issued to the proposer should be included. This information will not be scored but may be used by the program as a risk assessment and monitoring tool after execution of a grant. Financial Information will not be included in the page count.
- d) **Project Team** (Limit 2 Pages, plus Appendix of Resumes). The Proposer shall identify the Project Manager and key personnel on the Proposer's project team. The Proposer shall provide a summary of the Project Manager's qualifications and each team member's relevant experience as it relates to the Scope of Work. The proposal shall include a discussion of the use of subcontractors. Resumes should be clearly identified and provided in an attached Appendix. Further, the Proposer will identify their most recent year's funding if they been a recipient of the HLMP (formerly Residential Construction Mitigation Program - RCMP grant) grant and identify their percentage of completion as compared to their most recent awarded amount.
- e) **References** (Limit 2 Pages). The Proposer shall provide written documentation describing similar projects with enough detail to allow the evaluation committee to easily determine whether the work is similar to and is comparable to what is being requested in the RFP document. The proposal shall reference information pertaining to the experience presented shall include the organization's name, contact name, position, telephone number and Email address (if available.) Past and current mitigation retrofit projects should be included.
- f) **Work Plan** (Limit 5 Pages). A Work Plan shall be provided that describes how the Proposer will complete the Scope of Work as shown in Exhibit A. Detailed information should address the following:
1. **Project Timeline.** Identify milestones and number of days to complete each respective milestone and projected date of completion, DEM report submission, deliverable dates, invoice dates and estimated project start and finish dates.

2. Identify individual team members' work responsibilities, estimated time to complete the task and how the assignment relates to the project timeline;
 3. Establish and discuss the methodology that will be used to measure performance and maintain schedules.
 4. Identify any equipment that is required to complete the Scope of Work.
 5. Include and discuss the scope of services that will be performed by the subcontractors or other third party. The sub-contractor's scope of service should be included in an Appendix.
 6. Identify if two or more entities are sharing grant administrator resources and expenses with a Memorandum of Understanding executed if awarded.
- g) **Need/ Justification/ Vulnerability** (2 Pages). Clearly identify a demonstrated mitigation need and explain how this project will solve the need. Provide information and/or history on proposed area and residents, as they have been or are capable of being impacted. Identify and demonstrate long and/or short-term tangible benefits of this project.
- h) **Cost Control** (Limit 3 Pages). Identify the proposed number of structures being mitigated during the grant period. Elaborate on methodology to complete the proposed number of structures. Clearly identify the methodologies that will be used for cost control throughout the construction phases relating to management, materials and labor. Proposer must identify:
- Construction - percentage of expected expenditures and explain the strategy in comparing pricing through the bidding process,
- Administration - percentage of expected expenditures and specify what these costs could include,
- Other Direct Cost - percentage of expected expenditures and specify what these costs could include, and,
- Equipment - percentage of expected expenditures and specify what these costs will include.
- i) **Exhibit B, Acknowledgement Form** (Not included in page count). Fully completed and executed Exhibit B, as attached to this RFP.

31) PRESENTING THE PROPOSAL

The proposal shall be limited to a page size of eight and one-half by eleven inches (8 ½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages (one page) comprising the proposal. Type size shall not be less than 10-point font. Proposals must be securely bound in a binder. The proposal should be indexed and all pages sequentially numbered. It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form in an Appendix. The two (2) CD's should be labeled Technical Proposal with the RFP number, and the organization's name.

32) DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more proposals which are equal with respect to quality and service are received, the Division shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code, which includes a preference for solicitation responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F. S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the proposal for this preference.

33) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Division to make paper and electronic copies necessary for the use of Division staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, and Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public. The Division will own all outreach products developed under this proposal.

34) CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL

If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Respondent shall mark the document as "Confidential" and simultaneously provide the Division with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Division's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact

those portions of material that the Respondent claims are confidential, proprietary, trade secret or otherwise not subject to disclosure, under Chapter 119, Florida Statutes.

In the event of a request for public records to which documents marked as confidential are responsive, the Division will provide the Redacted Copy to the requestor. If a requester asserts a right to the Confidential Information, the Division will notify the Respondent that such an assertion has been made. It is the Respondent's responsibility to provide legal support for its position that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Division becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Division shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a reply, the Respondent agrees that its failure to mark documents in accordance with the terms above constitutes a waiver of any and all claims of confidentiality and authorizes the Division to release all documents and information that is not marked in accordance with the terms above.

By submitting a reply, the Respondent agrees to protect, defend, and indemnify the Division for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

35) FLORIDA ACCOUNTABILITY CONTRACT TRACKING SYSTEM (FACTS)

In 2011, the Florida Legislature amended Section 215.985, F.S., relating to the Transparency Florida Act, requiring the Department of Financial Services (DFS) to provide public access to a state contract tracking system; identifying the information that must be made available on the system; and requiring Florida state governmental entities to update data in the system. On March 1, 2012, DFS implemented a centralized web-based contract reporting system to increase transparency and accountability in government contracting in Florida. The system, known as Florida Accountability Contract Tracking System or FACTS, displays grant and contract procurement information, expenditure data, audit information, and contract document images. The link to the DFS FACTS public website is: <https://facts.fldfs.com>. Any contract resulting from this solicitation will be included in the FACTS system.

36) COSTS INCURRED IN RESPONDING

This Request for Proposal does not commit the Division or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of

a proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract any articles or services.

37) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX or E-MAIL)

**RFP-DEM-16-17-048 Hurricane Loss Mitigation Program
Florida Division of Emergency Management
C/O Tara Walters
2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100**

It is the Proposer's responsibility to assure that the proposal is delivered to the proper place on or before the Proposal Due date and time (See introduction Section 2 Schedule of Events). Proposals which for any reason are not so delivered shall not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

38) MODIFICATIONS, RESUBMITTAL & WITHDRAWAL

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and must be signed by an authorized signatory of the Proposer. Upon receipt and acceptance of such a request, the entire proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the proposal. The RFP number, due date and time should appear on the envelope of the modified proposal.

39) PROPOSAL OPENING

All proposal openings are open to the public. Proposals will be opened by the Division at the date, time and location in the Schedule of Events (See Introduction Section 2 Schedule of Events).

40) PROPOSAL EVALUATION PROCESS

An Evaluation Committee will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP).

The Procurement Office will distribute to each member of the Evaluation Committee a copy of each technical proposal. The Evaluation Committee members will independently evaluate the proposals based on the evaluation categories established below, in order to assure that proposals are uniformly rated. Evaluation Committee members' scores for each proposal will be totaled and that total divided by the number of team members to obtain an average total score for each proposal. Proposers must attain an average score of sixty (60) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than sixty (60) points for their Technical Proposal score, the Technical Proposal will not receive any further consideration.

Technical evaluation is the process of reviewing the Proposer's Transmittal Letter, Executive Summary, Project Team, References, Work Plan, Needs/Justification, Cost Control and Modifier. The review of these categories will demonstrate the Proposer's understanding of the project, and highlight the qualifications, approach and capabilities in order to assure a quality product. Each Proposer must reach a minimal score of 60 to be considered for funding. The following "up to" point system is established for scoring the technical proposals:

Evaluation Categories and Point Value:

- a) Transmittal Letter: 3 Points
- b) Executive Summary: 11 Points
- c) Project Team: 16 Points
- d) References: 10 Points
- e) Work Plan 25 Points
- f) Need/Justification 10 Points
- g) Cost Control 25 Points

41) POSTING OF INTENDED AWARD

The Division's decision will be posted on the MFMP Vendor Bid System at: http://myflorida.com/apps/vbs/vbs_main_menu on date and time in the Schedule of Events, and will remain posted for a period of seventy-two (72) hours. Any person who is adversely affected by the contents of this Request for Proposal must follow the procedure outlined in Section 120.57(3), Florida Statutes and file protests with the

Division: **Division of Emergency Management, Agency Clerk, 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100.**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

42) REQUEST TO WITHDRAW PROPOSAL

Requests for withdrawal will be considered if received by the Division, in writing, within seventy-two (72) hours after the proposal opening time and date. Requests received in accordance with this provision will be granted by the Division upon proof of the impossibility to perform based upon obvious error on the part of the proposer.

43) AWARD OF THE AGREEMENT

Services will be authorized to begin when the Proposer receives a State-Funded Grant Agreement executed by both parties, indicating the encumbrance of funds and award of the agreement.

44) FINANCIAL CONSEQUENCES / CONTRACT CONDITIONS

The Agreement will contain financial consequence language as required by the Florida Department of Financial Services, similar to the following examples:

- a) The Division reserves the right to withhold payment of 5 percent from invoices for late performance, or to implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform or comply with provisions of this Contract. These consequences for non-performance shall not be considered penalties.
- b) Provided the Contractor performs in accordance with the scope of work outlined in the awarded contract, the Division will pay the Contractor on a project completion percentage basis. However, the Division will withhold the final 25 percent until such time as an independent inspector paid by the Division certifies that the services performed under the awarded contract completely satisfy the requirements and specifications outlined in the Scope of Work.

Please see Exhibit A, Scope of Work for the Financial Consequences that will be included in the awarded agreement.

45) TERMS AND CONDITIONS

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

- a) Exhibit "A", Scope of Work
- b) Exhibit "B", Acknowledgement
- c) Exhibit "C" Evaluation Worksheet
- d) Instructions to Respondents (PUR 1001)
- e) General Conditions (PUR 1000)
- f) Exhibit "D", Drug-Free Workplace Program Certification
- g) State-Funded Grant Agreement

46) PUBLIC RECORDS.

If this Agreement involves a contract for services, and if the Contractor is acting on behalf of the Division, then the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. In accordance with section 119.0701(2), Florida Statutes, the contractor must:

- a) Keep and maintain public records required by the public agency to perform the service.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet

all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

As required by section 119.0701(2)(a), Florida Statutes, the Division includes the following statement in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: FLORIDA DIVISION OF EMERGENCY MANAGEMENT, (850) 922-1641, Records@em.myflorida.com., 2555 Shumard Oak Blvd., Tallahassee, FL 32399.

Pursuant to section 287.058(1)(c), Florida Statutes, the Division may unilaterally cancel a contract if the vendor refuses to allow public access to all non-exempt documents, papers, letters, or other material made or received by the contractor in conjunction with the contract.

47) COOPERATION WITH THE INSPECTOR GENERAL

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

48) ATTACHED FORMS PUR 1000, GENERAL CONTRACT CONDITIONS & PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS

These are standard forms from the Department of Management Services that the Division is required to include in all formal solicitations. *The following paragraphs do not apply to this Request for Proposal:*

- a) PUR 1001, Paragraph 3, Electronic Submission; and
- b) PUR 1001, Paragraph 4, Terms and Conditions.

EXHIBIT “A”
SCOPE OF WORK AND BUDGET

RFP-DEM-16-17-048
HURRICANE LOSS MITIGATION PROGRAM

HISTORICAL BACKGROUND

In 1993, the Legislature created the Florida Hurricane Catastrophe Fund (“Cat Fund”). Codified in section 215.555, Florida Statutes, the Cat Fund: (1) provides a form of reinsurance for residential property insurers; and, (2) authorizes the expenditure of certain moneys to support programs that mitigate hurricane losses.

Section 215.555 requires that each insurance company pay premiums into the Cat Fund; those premiums are calculated based on actual catastrophic exposure. Initially, the Cat Fund collected from both “Participants” and “Non-Participants.” The term “Participants” refers to insurers who provide residential policies and small business commercial policies covering structures and contents; the term “Non-Participants” refers to insurers who provide property and casualty coverage. The latter is broader than the former; and, the former falls under the broader category of the latter. In other words, “Non-Participant” coverage includes “Participant” coverage; but, “Non-Participant” coverage also includes other types of insurance.

The State Board of Administration oversees the Cat Fund, which qualifies as a trust fund under state law.

In 1994, the Internal Revenue Service (“IRS”) issued a letter addressing the status of the Cat Fund for Federal income tax purposes. Recognizing that Participant contributions to the Cat Fund make the Fund look like a taxable, reinsurance program, the IRS nonetheless concluded that revenue earned by the Cat Fund qualifies as tax-exempt. In reaching this conclusion, the IRS focused on two, key components of the program: (1) the Non-Participant contributions; and, (2) the fact that the “State will appropriate moneys from the Fund each year and expend such moneys for specified purposes which are unrelated to its obligations under the Contracts.” Thus, in finding the Cat Fund tax exempt, the IRS relied at least in part on the mandatory use of some Cat Fund moneys for the public purpose of hurricane loss mitigation.

For fiscal year 1997-1998, the Legislature appropriated the \$10 million from the Cat Fund and split that appropriation into three categories: \$4.1 million to match grants from the Federal Emergency Management Agency; \$3.1 million going to the Residential Construction Mitigation Program under the Department of Community Affairs; and, \$2.8 million for sand dune restoration.

Citing policy considerations, Governor Chiles vetoed the \$2.8 million appropriation for sand dune restoration. In his veto message, Governor Chiles stated that “[f]unding of

these projects from these funds would set the wrong precedent; these funds should be for the purpose of enhancing residential mitigation.”

Despite the IRS’ reliance on Florida’s assertion that it would annually appropriate at least \$10 million in Cat Fund moneys for hurricane loss mitigation programs, Governor Chiles’ decision to veto the sand dune appropriation reduced that year’s overall mitigation appropriation down to \$7.2 million.

In 1999, the Florida Legislature passed the “Bill Williams Residential Safety and Preparedness Act” (“the Act”). With an effective date of July 1, 2000, the Act created the Hurricane Loss Mitigation Program (“HLMP”) as outlined in section 215.559, Florida Statutes.

The House of Representatives staff analysis describes the purpose of the Act as follows: “This bill creates the Hurricane Loss Mitigation Clearing Trust Fund (“HLMCTF”) to receive transfers from the Florida Hurricane Catastrophe Fund (“Cat Fund”) to provide funding for hurricane mitigation programs.” Addressing the concern that another line item veto could threaten the tax exempt status of the Cat Fund, the analysis goes on to state: “The creation of the HLMCTF assures that the \$10 million will be appropriated from the Cat Fund, thus making it less likely that a line item veto will jeopardize the tax exempt status of the Cat Fund.”

PRESENT SITUATION

Currently, the Legislature annually appropriates \$10 million from the Florida Hurricane Catastrophe Fund to the Florida Division of Emergency Management (“Division”) for the Division to administer the HLMP. By statute, that \$10 million is allocated as follows:

- \$3.5 million to “to improve the wind resistance of residences and mobile homes, including loans, subsidies, grants, demonstration projects, and direct assistance; educating persons concerning the Florida Building Code cooperative programs with local governments and the Federal Government; and other efforts to prevent or reduce losses or reduce the cost of rebuilding after a disaster.”
- \$3 million “to retrofit existing facilities used as public hurricane shelters”
- \$2.8 million “to inspect and improve tie-downs for mobile homes”
- \$700,000 “to the Florida International University center dedicated to hurricane research”

Previously, the Division allocated \$3.5 million for the Residential Construction Mitigation Program (“RCMP”), which provided grant funding to governmental entities, nonprofit organizations, and qualified for-profit organizations as a means to improve the resiliency of residential structures within their communities. The RCMP utilized a benefit-cost analysis (BCA) for each of the submitted projects in order to determine whether the

mitigation retrofits were cost-effective.

Presently, the Division seeks to expand the \$3.5 million HLMP appropriation beyond just the RCMP. Going forward, the Division will allocate \$3.5 million for construction mitigation efforts that will “prevent or reduce losses or reduce the cost of rebuilding after a disaster” – provided that the construction:

- Involves a structure; and,
- Does not supplant any other mitigation grant program funded by or through the Division.

Current mitigation grant programs funded by or through the Division that involve structures include:

- Elevating residential structures (through grants provided by FEMA);
- Tearing down residences and converting the real property into perpetual greenspace (through grants provided by FEMA); and,
- Retrofitting “existing facilities used as public hurricane shelters” (through a separate HLMP grant).

Therefore, no HLMP construction mitigation proposal shall duplicate any of the mitigation grant programs outlined above.

The Recipient will provide mitigation retrofit improvements as identified in RFP-DEM-16-17-048 on as many qualified structures as possible during the period of performance for this Agreement and within the awarded amount. The Division of Emergency Management’s (Division) Property Information Sheet (PIS) will be the controlling document that monitors expenditures for the approved mitigation properties.

All structures shall be located in the geographical boundaries of the State of Florida and be approved by the Division. The Recipient shall focus on a comprehensive approach that ties together all aspects of mitigation.

The Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the mitigation retrofit projects approved under this RFP.

After the execution of a State-Funded Grant Agreement, the Recipient shall conduct an inspection of properties and identify a group of properties eligible for mitigation retrofit improvements. The Recipient shall submit a list of those properties to the Division within forty-five days of the signed and executed contract. The Recipient shall submit property information and the estimated mitigation costs on a 2017 Property Information Spreadsheet (PIS) pdf provided by the Division at the time of award or contract

execution. Color photographs of the structures (four elevations, all openings to include doors, roof pictures at least level with the roof, condition of the soffit and fascia, interior attic pictures, and any other visual documentation for additional mitigation) are required with the submission of the PIS. Color photographs must be sent in jpeg form to the Division for review. The Recipient may identify additional properties over the course of the fiscal year until all awarded funds are expended (see table 1).

Authorized mitigation retrofit improvements include:

- a) Replacement of roof sheathing;
- b) Replacement of roof covering;
- c) Strengthening of roof deck attachment;
- d) Installation of secondary water barrier;
- e) Installation of hurricane straps;
- f) Installation of window and door opening protection;
- g) Installation of hurricane resistant windows and doors;
- h) Brace bottom chord gable end;
- i) Anchoring of wall or floor units to the foundation; and,
- j) Other mitigation construction efforts involving structures provided that the construction does not supplant any other mitigation grant program funded by or through the Division.

The intent of the program is to mitigate a structure comprehensively. Comprehensive mitigation takes into account as many facets of mitigation as can be achieved given the Recipient's budget for an identified structure. Where a comprehensive approach cannot be implemented, the Recipient must clearly justify (i.e., structure has already been partially mitigated or structure does not otherwise require certain measures) the reasons for the deviation. All awarded funds must be directly related to mitigation improvements.

The Division will conduct a benefit-cost analysis (BCA) for each of the submitted properties to determine if the mitigation retrofits are cost-effective. The BCA results in a numerical ratio expression of the cost-effectiveness of a mitigation project and is calculated as: total project mitigation benefits divided by total project mitigation costs. A property with a BCA ratio of one or greater has more benefits than costs and is therefore considered cost-effective. Some of the submitted properties may receive a BCA ratio of less than one (1). However, if the combined BCA ratio for the submitted group of properties is equal to one (1) or greater the group of properties may be

approved. Specific properties may be added or withdrawn if necessary in order to achieve a combined BCA of one (1) or greater.

Upon the Recipient receiving a BCA score of (1) or greater, the Division will alert the Recipient to begin the processing of open bidding for construction services. **It is important to note that no construction shall be started prior to the Division's approval of the mitigation improvements.**

The HLMP grant is a reimbursable grant. Therefore, no Pre-award costs are authorized. Further, the Recipient should secure funding in order to ensure maximum performance. The Division expects that each Recipient will fully spend their awarded grant amount. The Division retains the right to review Recipient performance and take corrective action at any time. The following Tasks and Deliverables will be achieved in order for the Recipient to be reimbursed.

Task 1 (Work Plan): The Recipient shall identify structures for possible mitigation improvements. Then, the Recipient shall conduct a comprehensive mitigation inspection of all identified structures. The mitigation inspection shall be performed by a state certified mitigation inspector, licensed contractor, or local building official. The inspector shall identify any previous mitigation improvements as well as any mitigation deficiencies. The inspector shall further ensure that all necessary information is given to the Recipient (i.e. measurements, counts, and applicable notes). Additionally, the inspector shall opine whether the structure can be retrofitted to effectively improve structural survivability.

Task 2 (Submission of the PIS/Project Worksheet): The Recipient shall submit to the Division a PIS for each structure identified for possible mitigation retrofits. The Recipient will provide all the requested information for each structure, to include color photographs. The electronic PIS will be provided to the Recipient by the Division. The original document should not be altered in any way. As part of the submission, the Recipient shall identify whether:

- a) The structure is on grade or not;
- b) Any unpermitted work has occurred at the structure; and,
- c) Any outstanding liens or judgments are attached to the structure or its underlying property.

Task 3 (Scope of work development): The Recipient shall develop a Scope of Work (SOW) for each property approved by the Division. The SOW shall be based on all the mitigation retrofit measures identified on the PIS of from a project worksheet and approved by the Division. If required by the local building official, certified drawings will be developed for mitigation improvements and approved by a State of Florida Registered Professional Engineer or Florida Registered Architect as required. The Recipient shall select a Qualified, Licensed Florida Contractor in

accordance with the Recipient's procurement policy to complete the SOW for each Division approved structure.

Task 4 (Construction): Upon completion and approval of Tasks 1 through 3 by the Division, the construction phase shall commence. The Recipient, or its Subcontractors, shall complete all mitigation retrofit measures as approved by the Division that have been identified on the PIS or project worksheet. The minimum level of required service includes, but is not limited to the completion of all or some of the mitigation retrofit measures identified the PIS. All construction work shall be completed by a Qualified and Licensed, Florida Contractor.

Task 5 (Final inspection): Upon completion of the mitigation retrofit improvements, a post inspection must be performed by the Recipient and a member of the Division's Technical Unit to ensure that all activities on the scope of work have been properly completed in compliance with issued building permits, as well as, any and all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications.

Requests for reimbursement: During the course of the Fiscal Year, the Recipient is required to submit, at a minimum quarterly, Request for Reimbursements (RFR). The recipient is required to submit a quarterly report on the progress of the overall project. The quarterly report is due no later than 15 calendar days past the end of the quarter (see table 1). Documentation is required to support each RFR, Examples of supporting documentation are provided below for both construction expenses and administrative expenses. In some cases, all the mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. Additional documentation in the form of an Affidavit signed by the project manager attesting to the completion of the work identified in RFR is required.

Construction expenses (Direct): The Recipient will pre-audit bills, invoices, and/or charges submitted by the subcontractors and pay the subcontractors for approved bills, invoices, and/or charges. Recipient will submit Reimbursement Requests (Attachment D) to the Division with copies of Subcontractor's bills, invoices, and/or charges and Proof-of-Payment by the Recipient in the form of cancelled checks, payroll records, electronic payment verification, etc. The Recipient shall ensure that the Contractor's Invoice clearly identifies each mitigation item installed.

Administrative expenses (Indirect): The Recipient shall provide source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown. Ten percent of the amount completed in pursuit of direct activities may be claimed for administrative expenses. The Recipient is eligible to claim up to \$19,400 in a total indirect rate if the Recipient expended all \$194,000.

DELIVERABLES:

Deliverable 1 (Identification and inspection): The Recipient will provide to the Division a detailed work plan that identifies what structures will be mitigated while also providing the Division with any relevant reports necessary to support the work plan.

Due Date: Initial PIS is due within forty-five (45) days of the final contract execution date. The Recipient may continue to identify additional properties for addition to the project until April 15, 2018 at which no additional properties will be considered for mitigation activity.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative expenses (at a rate of 10% of the direct activities billed) and expenses associated with property identification, plan development, and inspection services.

Deliverable 2 (Submission of the PIS/Project Worksheet): Based on the work described in Tasks 1 and 2, the Recipient shall submit, in an electronic format, the completed Initial Property Information Spreadsheet (PIS) or Project Worksheet (PW). All the requested information identified by the PIS is required and shall be provided, including multiple color photographs provided in digital format. The color photographs may be sent by email, one structure per email, or via the Division's File Transfer Protocol (FTP) site. The HLMP Project Number and property owner name must be in the subject line of an email. In the FTP method, each property shall be in a separate file. The file names need to be short but identifiable. File names such as last name and address number (jones1234), or recipient's tracking number on the PIS. Approval of individual properties will be based on a combined BCA ratio.

Due Date: Initial PIS or PW is due within forty-five (45) days of the final contract execution date. Recipient requested addition or deletion of properties is due by April 15, 2018.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative expenses (at a rate of 10% of the direct activities billed) and Construction Expenses associated with property identification, plan development, completion, and submission of the initial Division's Property Information Spreadsheet (PIS).

Deliverable 3 (Scope of work development): Based on the work described in Task 3, the Recipient shall submit, in an electronic format, a spreadsheet that contains the following information:

- a) Recipient Name and HLMP Project Number;
- b) Property Owner's Name;

- c) Selected Contractor's Name and date of Contractor selection for each mitigation measure;
- d) Detailed description of mitigation activities to be implemented on each structure that includes unit count, measurements, material and labor costs; and,
- e) Florida Product Approval Code for each mitigation product to be installed.

Due Date: Within fourteen days of Contractor selection.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses (at a rate of 10% of the direct activities billed) associated with each approved Property's SOW, bidding process, or Contractor selection and creation of detailed spreadsheet.

Deliverable 4 (Construction): Based on the work described in Task 4, the Recipient shall provide a Request for Reimbursement (RFR) Package that includes the following information:

- a) Recipient's Invoice, to include;
 - 1. The Period of Performance;
 - 2. A breakdown of material and labor cost;
 - 3. Description of Work Performed; and,
 - 4. Payment amount requested for reimbursement.
- b) Request for Reimbursement; (Attachment D)
 - 1. Signed and dated Summary Page with relevant Detail Pages;
 - 2. Sub-Contractor's Invoice:
 - a. Sub-Contractor Name;
 - b. Property owner name and address;
 - c. Date work performed;
 - d. Exact mitigation measure completed; and,
 - e. Amount requested for each mitigation measure,
 - 3. Copies of Canceled Checks or Electronic Funds Payment Verification;

4. Quarterly Report; and,
5. Affidavit of Partial Competition (if applicable).

Due Date: Deliverable 4, is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the final Agreement execution date and every quarter thereafter. It shall include the quarterly report. The quarterly submission is due fifteen (15) calendar days after the close of the quarter.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses (at a rate of 10% of the direct activities billed) and Construction Expenses associated with all the mitigation retrofit improvements. The mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted.

Deliverable 5 (Final inspection): Based on the work described in Task 5, the Recipient shall provide a Final Close-Out Package digital media device that will include the following:

- a) Request for Final Inspection, which may be sent ahead of the storage device to expedite scheduling of final inspection, on agency/company letter head identifying the HLMP Project number, contract number and must include the following statements:
 1. The project is 100% complete;
 2. Scope of Work for each structure has been completed; and,
 3. All relevant building Codes and Standards have been satisfied.
- b) A digital media device that contains electronic folders for each individual property. The folders must have PDF formatted documents for each of the following:
 1. Approved PIS;
 2. Scope of Work;
 3. Color Photographs, in digital format, documenting mitigation work (pre and post);
 4. Building Permit;
 5. Post-Inspection Reports/Certificates of Completion for each structure;

6. Florida Approved Product Codes, Miami-Dade Approval Codes, Notice of Acceptance/Product Approvals; and,
 7. All applicable Lien Waivers.
- c) An Electronic Spreadsheet to include;
1. Homeowner's Name;
 2. Homeowner's Address;
 3. Pre and Post Inspection Dates;
 4. Retrofit Measures Completed; and,
 5. Retrofit Cost;

Due Date: A request for closeout is to be received by the Division on or before June 15, 2018.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses and Construction Expenses associated with Final Closeout preparation, final inspections, and any additional mitigation performed as required by final inspection. The "**Final Reimbursement Request**" must be submitted by August 15, 2018.

Financial Consequences: If the recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- b) Disallow all or part of the cost of the activity or action not in compliance;
- c) Wholly or partly suspend or terminate the current award for the recipient;
- d) Withhold further awards for the program; or,
- e) Take other remedies that may be legally available.

Key Deliverable Dates: The key deliverable dates are designed to aid the Recipient in fully expending the awarded grant funding. The Division will monitor the Recipient's performance by using the following dates as markers. Should the Recipient fall off this schedule, the Division will reach out to the Recipient and work towards an appropriate correction. The Division retains the right to review all Recipients for performance. Further,

should the Recipient need additional time, the Recipient need only to demonstrate a work plan to the Division. These dates assume blue sky conditions throughout the life of the grant. Should the Division or the Recipient be impacted by disaster, event, or incident, the deliverable dates would be altered.

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Identification and Inspection	No later than 45 days post contract execution.	Additional structures may be considered for mitigation until April 15, 2018.
Deliverable 2: Submission of the PIS	No later than 45 days post contract execution.	
Deliverable 3: Scope of Work Development	No later than 14 business days after vendor selection.	
Deliverable 4: Construction	To be completed by June 1, 2018.	Completion of all mitigation retrofit work.
Deliverable 4: Final Invoice	No later than August 15, 2018.	Cannot be released until the Division receives recommendation to close out the project by the Technical
Deliverable 5: Final Inspection	No later than June 15, 2018.	

BUDGET: The Budget is designed to account for HLMP Awarded Funds. Each invoice and request for reimbursement should clearly identify the amount of HLMP funds requested and provide supporting documentation.

	RFP-DEM 16-17-048
EXPENDITURE CATEGORIES	AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
Administrative Expenses	\$19,400
Expenses	\$174,600
Totals	\$194,000

EXHIBIT "B"
ACKNOWLEDGEMENT
RFP-DEM-16-17-048
HURRICANE LOSS MITIGATION PROGRAM

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: _____ FEID #: _____

Address: _____

City: _____ State: _____

Zip Code: _____

Telephone Number: _____ E-Mail Address: _____

Authorized Signature: _____ Date: _____

Printed / Typed: _____ Title: _____

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

<p align="center">EXHIBIT "C" SCORESHEET RFP-DEM-16-17-048 HURRICANE LOSS MITIGATION PROGRAM</p>	<p align="center">Total Points Earned</p>
<p>Evaluator Name:</p>	
<p>Name of Proposer:</p>	
<p>Transmittal Letter & Table of Contents – Up to 3 Points</p>	
<p><u>Required Information:</u></p> <p>Proposer includes the following information: RFP Number, Organization Name: Must be an eligible Proposer as defined in Section 5.0, Project Title: A short title that adequately describes the project, Federal Tax ID Number, Submission Category, and Point of Contact Information: Name, title, address, telephone number, cell number, (if applicable), and email address.</p>	<p align="center">0/1</p>
<p><u>Signature by Authorized Official:</u></p> <p>Proposer includes signature of authorized city or organization official.</p>	<p align="center">0/1</p>
<p><u>Table of Contents:</u></p> <p>Proposer includes a table of contents that indicates page numbers for the required sections.</p>	<p align="center">0/1</p>
	<p align="center">___ of 3</p>
<p>Executive Summary – Up to 11 Points</p>	
<p><u>Project Description & Need/Justification:</u></p> <p>Proposer includes brief description and purpose of the grant project to include the need for the project.</p>	<p align="center">0/2/4</p>
<p><u>Capabilities and Qualifications:</u></p> <p>Proposer includes brief descriptions of the resources available to them throughout the project.</p>	<p align="center">0/2</p>

<u>Experience:</u> Proposer explains the history of experience that the city or organization has had with project and/or grant management.	0/2
<u>Approach:</u> Proposer provides approaches for grant's promotion, selection of the structure, contractor bidding, and quality control and compliance methods.	0/2
<u>Inclusion of (not grading of) Financials:</u> Applicant includes an attached Appendix with income statement, balance sheet, and statement of cash flows (i.e.: independent certified audit or financial statements), and corrective action plan(s) or audit findings issued to the proposer, if applicable.	0/1
	___ of 11
Project Team – Up to 16 Points	
<u>Identification of Managers and Key Personnel:</u> Proposer identifies the Project Manager and key personnel on the Proposer's project team.	0/1
<u>Relevant Summary of Qualifications and Experience:</u> Proposer provides a summary of the Project Manager's qualifications and each team member's relevant experience as it relates to mitigation activities found within the HLMP Scope of Work.	0/3
<u>Inclusion of Resumes:</u> Proposer attaches an Appendix with the resumes for each key team member.	0/2
<u>Determination of Qualification:</u> The "Relevant Summary of Qualifications and Experience" and resumes are to be compared with the project's overall responsibilities and the scorer will determine the awarded number	0/3/5

of points merited on whether the Project Team is qualified to complete the Hurricane Loss Mitigation Program.	
<u>Successful Completion of a Grant Cycle:</u> Proposer identifies and summarizes a grant cycle experience where they had successfully completed all necessary requirements for completion.	0/3/5
	___ of 16
References – Up to 10 Points	
<u>References Provided</u>	0/2
Proposer shall provide written documentation describing similar projects managed by team members with enough detail to allow the evaluation committee to easily determine whether the work is similar to and is comparable to what is being requested in the RFP document. The proposal shall reference information pertaining to the experience presented, and shall include the organization's name, contact name, position, telephone number and Email address (if available.) Past and current mitigation retrofit projects should be included.	
<u>Number of projects managed:</u> The following points are award based on how many accumulative projects have been managed by team members. 1-4 projects: 4pts 5+ projects: 8pts	0/4/8
	___ of 10
Work Plan – Up to 25 Points	
<u>Project Timeline:</u> Proposer identifies milestones and number of days to complete each respective milestone and projected date of completion, DEM report submission, deliverable dates, invoice dates and estimated project start and finish dates.	0/5/10
<u>Team Member's Responsibilities:</u> Proposer identifies individual team members' work responsibilities, estimated time to complete the task and how the assignment relates to the project timeline.	0/3/5

<u>Subcontractor Scope of Service:</u> Proposer includes and discusses the scope of services that will be performed by the subcontractors or other third party. The subcontractor's scope of service should be included in an Appendix.	0/3/5
<u>Performance measures/meeting scheduled deadline:</u> Proposer establishes and discusses the methodology that will be used to measure performance and maintain schedules and listed any equipment required to complete the work..	0/3/5
	___ of 25
Needs/Justification – Up to 10 Points	
<u>Identify Need:</u> Proposer clearly identifies a demonstrated mitigation need and can demonstrate benefits of this project.	0/2
<u>Vulnerability:</u> Proposer provides information and/or history on proposed area and residents, as they have been or are capable of being impacted by weather conditions.	0/2
<u>Financial Need:</u> Proposer use income statistics to define a financial need.	0/2
<u>Solution:</u> Proposer correlates the receiving of the grant to specific mitigation actions.	0/2
<u>Short term/ Long term Benefits:</u> Proposer defines short term and long term benefits to the community, and economic impacts at the state and local level.	0/2
	___ of 10

Cost Control – Up to 25 Points	
<u>Number of Structures:</u> Proposer identifies the proposed number of structures being mitigated during the grant period.	0/3
<u>Methodology:</u> Proposer explains methodology to complete the proposed structures and the methodology in maintaining cost efficiency through the project.	0/2
<u>Construction:</u> Proposer identifies percentage of expected expenditures and explains strategy in comparing pricing through the bidding process.	0/3/5
<u>Administrative:</u> Proposer identifies percentage of expected expenditures and specifies what these costs could include.	0/3/5
<u>Other Direct Costs:</u> Proposer identifies percentage of expected expenditures and specifies what these costs could include.	0/3/5
<u>Equipment:</u> Proposer identifies percentage of expected expenditures and specifies what these costs will include.	0/5
	___ of 25
Total Score	___ of 100

EXHIBIT D

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are received from respondents which are both certified minority businesses (as set forth above), and which are equal with respect to price , quality and service, the proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- A. 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.
- B. 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection A.
- D. In the statement specified in subsection A, notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, F.S., 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.
- E. 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.
- F. 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.

VENDORS SIGNATURE

DATE

Catalog of State Financial Assistance (CSFA) #: _____

Contract Number: _____

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and _____, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- The Division has the authority to grant these funds to the Recipient upon the terms and conditions below; and,
- The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

1. LAWS, RULES, REGULATIONS AND POLICIES

The Division and the Recipient shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

A. This Agreement involves "state financial assistance," as that term is defined in section 215.97(2)(q), Florida Statutes.

B. Under this Agreement, the Division serves as the "State awarding agency" as that term is defined by section 215.97(2)(p), Florida Statutes.

C. Under this Agreement, the term "Recipient", as defined by section 215.97(2)(n), Florida Statutes, means a "nonstate entity that receives state financial assistance directly from a state awarding agency."

D. As required by section 215.97(5)(a), Florida Statutes, this Agreement provides the recipient with "information needed by the recipient to comply with the requirements of" the Florida Single Audit Act.

E. As required by section 215.97(1), Florida Statutes, this Agreement includes:

(1) A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

(2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(3) A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

(4) A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(5) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

(6) A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

2. TERMS AND CONDITIONS

This Agreement, to include the attachments, contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Division and the Recipient.

3. EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4. MODIFICATION

This Agreement may only be modified or amended upon mutual written agreement of the Division and the Recipient. No oral agreements or representations shall be valid or binding upon either party to this Agreement.

5. SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

6. CONTACT

A. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

(1) Monitor and document Recipient performance; and,

(2) Review and document all deliverables for which the Recipient requests payment.

B. The Division's Grant Manager for this Agreement is:

Telephone:_____

Fax:_____

Email:_____

C. The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Telephone: _____
Fax: _____
Email: _____

D. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

7. PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on _____, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

8. FUNDING

A. This is a cost-reimbursement Agreement, subject to the availability of funds.

B. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

C. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement (“Budget and Scope of Work”). The maximum reimbursement amount for the entirety of this Agreement is \$_____.

D. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- (1) The required minimum acceptable level of service to be performed; and,
- (2) The criteria for evaluating the successful completion of each deliverable.

E. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

F. For the purposes of this Agreement, the term “improper payment” means or includes:

(1) Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

(2) Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

G. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

9. PAYMENTS

A. Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

B. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph 6 of this Agreement.

C. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

10. REPAYMENTS

A. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

B. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

11. PROCUREMENT

A. The Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable state laws and regulations.

B. The Recipient shall maintain records sufficient to detail the history of any procurement. These records will include, but are not necessarily limited to the following:

- (1) Rationale for the method of procurement;
- (2) Selection of contract type;
- (3) Contractor selection or rejection; and,
- (4) The basis for the contract price.

C. The Recipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

D. If the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within three (3) business days. While the Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- (1) Terminate this Agreement in accordance with the provisions outlined in paragraph 16 above; and,
- (2) Refuse to reimburse the Recipient for any costs associated with that solicitation.

E. If the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within three (3) business days. The Division will review the unexecuted contract for compliance with all applicable procurement standards. The Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- (1) Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- (2) Refuse to reimburse the Recipient for any costs associated with that subcontract.

F. The Recipient agrees to include in any subcontract the following:

- (1) The subcontractor is bound by the terms of this Agreement;
- (2) The subcontractor is bound by all applicable state and federal laws and regulations; and,
- (3) The subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

G. The Recipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

H. The Recipient shall conduct any procurement under this agreement in a manner providing full and open competition. Accordingly, the Recipient shall not:

- (1) Place unreasonable requirements on firms in order for them to qualify to do business;
- (2) Require unnecessary experience or excessive bonding;
- (3) Use noncompetitive pricing practices between firms or between affiliated companies;
- (4) Execute noncompetitive contracts to consultants that are on retainer contracts;
- (5) Authorize, condone, or ignore organizational conflicts of interest;

(6) Specify only a brand name product without allowing vendors to offer an equivalent;

(7) Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

(8) Engage in any arbitrary action during the procurement process; or,

(9) Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

I. The Recipient shall not use a geographic preference when procuring commodities or services under this Agreement.

J. The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with section 287.057(1)(a), Florida Statutes.

K. The Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with section 287.057(1)(b), Florida Statutes.

L. For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

12. RECORDS

A. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Chief Inspector General of the State of Florida, the Division, the Department of Financial Services, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

B. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

C. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements:

- (1) Meetings of public boards or commissions must be open to the public;
- (2) Reasonable notice of such meetings must be given; and,

(3) Minutes of the meetings must be taken and promptly recorded.

The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

D. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

E. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

13. INTELLECTUAL PROPERTY

A. Except as provided below, intellectual property rights to all property created or otherwise developed under or in connection with the performance of this Agreement are hereby reserved to and shall be owned by the State of Florida.

B. If the Recipient has pre-existing intellectual property rights, then the Recipient shall retain all rights and entitlements to that pre-existing intellectual property unless the Agreement provides otherwise.

C. If any intellectual property is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the intellectual property to the Division for a determination whether the State of Florida will seek patent, copyright, trademark, or other intellectual property protection in its name.

D. Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent, copyright, trademark, or other intellectual property protection. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (a), have the right to all intellectual property which accrues during performance of the Agreement.

E. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

14. AUDITS

A. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by Rule 10.554(1)(g) of the Rules of the Auditor General, GAAP are "those accounting principles generally accepted in the United States of America, as defined by the GASB *Codification of Governmental Accounting and Financial Reporting Standards*, Section 1000 *The Hierarchy of Generally Accepted Accounting Principles*." As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

B. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by Rule 10.554(1)(h) of the Rules of the Auditor General, GAGAS are "those audit standards set forth in the publication *Government Auditing Standards* issued by the Comptroller General of the United States." As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

C. As defined by section 215.97(2)(a), Florida Statutes, the term “audit threshold” means “the threshold amount used to determine when a state single audit or project-specific audit of a nonstate entity shall be conducted in accordance with” the Florida Single Audit Act. The current audit threshold is \$750,000.

D. As required by sections 215.97(2)(a) and 215.97(8)(a), Florida Statutes, “[e]ach nonstate entity that expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such nonstate entity shall be required to have a state single audit, or a project-specific audit, for such fiscal year in accordance with” the requirements of the Florida Single Audit Act and in accordance with “additional requirements established in rules of the Department of Financial Services and rules of the Auditor General.” In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

E. In accordance with section 215.97(8)(f), Florida Statutes, the Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient’s fiscal year.

F. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, then the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

G. If the Recipient expends less than \$750,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).

H. As required by section 215.97(5)(d), Florida Statutes, the Recipient shall provide the Division with “one copy of each financial reporting package prepared in accordance with” the requirements of the Florida Single Audit Act.

I. As defined by section 215.97(2)(e), Florida Statutes, the term “financial reporting package” means the Recipient’s “financial statements, Schedule of Expenditures of State Financial Assistance, auditor’s reports, management letter, auditee’s written responses or corrective action plan,

correspondence on followup of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes" of the Florida Single Audit Act.

J. In addition to the information listed in paragraph 10I above, the financial reporting package shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

K. Copies of financial reporting packages required by the Florida Single Audit Act shall be submitted by or on behalf of the Recipient directly to each of the following:

(1) The Division of Emergency Management at the following addresses:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
OR

DEMSingle_Audit@em.myflorida.com

(2) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

L. Additional information on the Florida Single Audit Act may be found at the following website: <https://apps.fldfs.com/fsaa/singleauditact.aspx>.

15. REPORTS

A. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

B. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

C. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

D. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or

may take other action as stated in paragraph 15 REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

E. The Recipient shall provide additional program updates or information that may be required by the Division.

F. The Recipient shall provide additional reports and information identified in Attachment D.

16. MONITORING

A. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

B. In addition to reviews of audits conducted in accordance with paragraph 10 above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

17. DEFAULT

A. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in paragraph 15.

B. If any of the following occur, then the Division may make payments or partial payments without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(1) Any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(2) Material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(3) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(4) The Recipient has failed to perform and complete on time any of its obligations under this Agreement.

18. REMEDIES

A. If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph 2 above;

(2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Withhold or suspend payment of all or any part of a request for payment;

(4) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(5) Exercise any corrective or remedial actions, to include but not be limited to:

(a) Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

(b) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

(c) Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

(d) Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible; or,

(e) Exercise any other rights or remedies which may be available under law.

B. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity.

C. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

19. TERMINATION.

A. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

B. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

C. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

D. In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

20. LIABILITY

A. Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

B. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

21. MANDATED CONDITIONS

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by

reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

B. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

C. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

D. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

E. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

F. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

(2) Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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 or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 21F(3) of this certification; and

(4) Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

G. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

H. In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

I. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

J. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

K. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

L. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

M. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

22. LOBBYING PROHIBITION

A. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

B. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

23. ATTACHMENTS

A. All attachments to this Agreement are incorporated as if set out fully.

B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

C. This Agreement has the following attachments:

- (1) Exhibit 1 - Funding Sources
- (2) Attachment A – Budget and Scope of Work
- (3) Attachment B – Program Statutes and Regulations
- (4) Attachment C – Recordkeeping
- (5) Attachment D – Reports
- (6) Attachment E – Justification of Advance Payment
- (7) Attachment F – Warranties and Representations
- (8) Attachment G – Certification Regarding Debarment
- (9) Attachment H -- Statement of Assurances

24. LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: _____

Date: _____

**State of Florida
PUR 1001
General Instructions to Respondents**

Contents

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21. Limitation on Vendor Contact with Agency During Solicitation Period

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also

disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential

respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. Limitation on Vendor Contact with Agency During Solicitation Period.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**State of Florida
PUR 1000
General Contract Conditions**

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to

accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by

Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering repurchase costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may

require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the

General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the

greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for

failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon

mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

ORIGINAL

**TECHNICAL PROPOSAL NUMBER:
RFP-DEM-15-16-066 HURRICANE LOSS MITIGATION
PROGRAM – Residential Construction Mitigation
Program (RCMP)**

Bunnell Residential Retrofit Program

Submitted by:

City of Bunnell

P.O. Box 756

Bunnell, FL 32110

Tel: 386-449-9745

Email: ddavis@bunnellcity.us

Submission Authorized By:



Dan Davis, City Manager

5/2/16

Date

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

May 2, 2016
Florida Division of Emergency Management
Tara Walters
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: TECHNICAL PROPOSAL NUMBER RFP-DEM-15-16-066 HURRICANE LOSS MITIGATION PROGRAM – Residential Construction Mitigation Program (RCMP)

RFP Number: RFP-DEM-15-16-066: HURRICANE LOSS MITIGATION PROGRAM – Mitigation Retrofit Improvements
Organization Name: City of Bunnell
Project Title: Bunnell Residential Retrofit Program
Federal Tax ID Number: 59-6000285
Submission Category: Residential Retrofit Program
Point of Contact: Heather Wilson, Mitigation Planner I
Flagler County Emergency Management
1769 E Moody Blvd # 3,
Bunnell, FL 32110
Tel: 386-313-4265
Email: hwilson@flaglercounty.org

Dear Ms. Tara Walters:

In accordance with RFP-DEM-15-16-066, enclosed are one (1) original, three (3) copies and two (2) CDs containing the completed Technical Proposal for Mitigation Retrofit Improvements funding.

The City of Bunnell is requesting \$194,000 in grant funds to implement the *Bunnell Residential Retrofit Program* that will provide a systemic approach to wind mitigation for approximately fifteen (15) houses of Bunnell homeowners.

We appreciate the Division of Emergency Management's review of our proposal. The City is eager to implement the activities proposed and is looking forward to a partnership with the state on programs that benefit the residents of our community.

Respectfully,

Dan Davis
City Manager
City of Bunnell

The City of Bunnell is an Equal Opportunity Service Provider.

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Executive Summary

The City of Bunnell is seeking \$194,000 from the Florida Division of Emergency Management (DEM) to implement the *Bunnell Residential Retrofit Program* in order to mitigate the effects of wind damage for our residents. The *Retrofit Program* will focus on a systemic approach that combines all aspects of wind mitigation solutions, including roof improvements, gable end reinforcements, straps, and protection on openings (e.g., exterior/garage doors, windows, soffits and roof ventilations). This will afford the homeowner an increased level of protection during windstorm events, while reducing homeowner insurance costs in our community.

Bunnell's Capabilities- The City of Bunnell has proven its ability to implement multiple projects and grants such as the USDA Grant for Rural Development of the water treatment plant, Community Development Block Grant (CDBG) Program for street construction, the Florida Department of Transportation funding for Bunnell Elementary Trails Project, along with others. Most recently, the City of Bunnell has partnered with Flagler County Emergency Management (FCEM) to implement a previously awarded RCMP grant. This grant is in process currently. Contracting delays with DEM have pushed it slightly behind schedule, but things are moving along. The City will also be assisted in the management and administration of the *Retrofit Program* by FCEM on the next grant if awarded.

Qualifications & Experience of Project Team- The city plans to share grant administration resources and expenses with FCEM. As such, the city, along with FCEM will utilize four (4) key personnel to implement, coordinate, and administer the *Bunnell Residential Retrofit Program*. These experienced individuals are well qualified to successfully manage all aspects and phases of the program in compliance with the states requirements. Details of their qualifications and resumes can be found in Appendix A.

Approach- Bunnell will provide financial assistance to homeowners in need of wind mitigation by providing storm protection to site built, single-family homes constructed prior to March 1, 2002. The program will be promoted to residents through outreach events, mass mailings, and various media forms including television, newspapers, and websites. Eligible applicants will be served on a first qualified, first ready, first assisted basis, subject to program restrictions. This approach will involve: 1) Utilizing a qualified licensed county inspector to develop a needs assessment for installation of retrofit measure for individual homes. A Pre-Work Agreement (Appendix F) will be completed and signed by the homeowner before measures are performed. 2) Contracting out installation to approved licensed contractors. 3) Quality control and code compliance inspections that include a post retrofit inspection by the wind inspector.

Project Description- The *Retrofit Program* will provide direct assistance to eligible homeowners. This grant will provide windstorm mitigation to approximately fifteen (15) homeowners. These wind mitigation measures will protect homes from the damages of future wind events. Each home will receive a comprehensive mitigation inspection resulting in a list of specific retrofits that each home is in need of. As a condition of funding, eligible homeowners will be required to undertake all of the wind mitigation measures in accordance with the systemic approach. Upon completion of installation, a final inspection will be performed on all contractor work. The licensed and credentialed Wind Mitigation Inspector will be contracted to perform the comprehensive mitigation inspection and identify the measures that are in need of retrofit. The installation of retrofits will be likewise be performed by a licensed contractor, as appropriate to the mitigation measure. All installations will be completed in strict compliance with the Florida Building codes, and certified as appropriate by the city's building department.

Need/Justification- The City of Bunnell is approximately 142 square miles with an approximate population of 2,875 residents and a median income of \$26,617 -not much higher than the national poverty line for a four person household at \$24,250. Being in the State of Florida, it is susceptible to the wind affects from multiple hazards including tropical cyclones, nor'easters, severe storms and tornadoes. Financial assistance will particularly contribute to the mitigation efforts of these socioeconomically disadvantaged residents, as well as residents throughout the city.

Current Financial Information- Bunnell's adopted budget can be found in Appendix B.

I: Project Team

The team member's qualifications and resumes can be found in Appendix A. Bunnell has implemented a Drug-Free Workplace policy, which is included along with Exhibit D, in Appendix C.

Outreach Coordinator- Dan Davis

Ensuring the city's *Residential Retrofit Program* is known about is essential to a successful program. Mr. Davis's duties as City Manager entail talking with members of the public, giving presentations and coordinating many things with community organizations. As a part of this project team, Mr. Davis will share information about the program and connect residents with the project managers so that they can participate in and benefit from this program.

Partnering Project Manager- Heather Wilson

Ms. Wilson is currently responsible for developing and implementing Flagler County's mitigation retrofit program and she is assisting the City of Bunnell with implementing their existing grant. She routinely meets with homeowners, determines eligibility, ensures program procedures are adhered to, assists the city with filling out quarterly reports and reimbursement requests, and is currently coordinating wind mitigation inspections with the selected vendor and program applicants. Ms. Wilson will continue to mentor project team members at the City of Bunnell and help implement retrofits in their municipality according to RCMP requirements.

Partnering Project Manager and Financial Manager- Stella Gurnee

Ms. Gurnee will serve as a project manager and as the city's financial representative. In addition to ensuring project deadlines are met and assisting Ms. Wilson with program coordination, Ms. Gurnee will process payment requests from contractors, assist with the development of quarterly reports and reimbursement requests, and ensure all services are contracted in a manner consistent with the City of Bunnell's policies and Florida Statutes. She has many years of financial experience, is detail oriented, and a key player in their existing RCMP grant implementation.

Building Inspector- Dennis Fischer

Mr. Fischer has more than 40 years of experience. As a part of the RCMP team, Mr. Fischer will be responsible for passing permit inspections on all construction work completed on houses within the city limits of Bunnell.

Contracted Services

If awarded, the City of Bunnell will partner with Flagler County to select licensed, insured and qualified contractors to assist with the implementation of the RCMP. Together in agreement, the City and Flagler County will utilize contractors for the construction work on all of the mitigation projects, a private-party certified wind inspector to fill out pre- and post-mitigation insurance forms, and a third-party vendor to conduct title searches on the applicant's homes. Although unlikely, an additional general contractor may be utilized to assist with supervising and managing the construction if it is found necessary. All contractors will be selected in accordance with the city's procurement procedures and Florida Statutes.

II: References

<p>Laura Nelson Mitigation Planner II, Flagler County Emergency Management 386-313-4243 lnelson@flaglercounty.org</p>	<p>Ms. Nelson works closely with the City of Bunnell in regards to their mitigation efforts. She helps support the city in their endeavor to make Bunnell a more resilient place to call home.</p>
<p>Dianne Peek (FDOT-LAP): Local Program Coordinator Department of Transportation 719 S. Woodland Boulevard, MS – 4-520 DeLand, Florida 32720 386-943-5400 Dianne.peek@dot.state.fl.us</p>	<p>Ms. Peek worked with the City of Bunnell as the Local Agency Program Administer for the US1 and SR100 Landscaping Projects.</p>
<p>Bob Keeth (TPO): Senior Planner River to Sea Transportation Planning Organization (R2CTPO) 2570 W. International Speedway Blvd., Suite 100 Daytona Beach, FL 32114-8145 386-226-0422 ext. 20424</p>	<p>Mr. Keeth worked with the City of Bunnell as the River-to-Sea TPO Local Government Liaison for the Commerce Parkway Connector Final Design.</p>
<p>Stephanie Hodges (USDA): Area Director Rural Development United States Department of Agriculture 2441 NE 3rd Street, Suite 204-1 Ocala, FL 34470 Phone: (352) 732-9796 x6 Fax: (352) 732-9728</p>	<p>Ms. Hodges, a Local Government Coordinator for the USDA, worked with the City of Bunnell on the Water Treatment Plant Ion Exchange and can speak to the City's management of this grant.</p>

III: Work Plan

Project Timeline:

The project timeline below indicates the estimated start and end date of the project as well as the dates of key activities and milestones. No work shall be performed prior to the date on a fully executed agreement. The completion of the tasks below will ensure that the project meets the projected due dates.

Project Start: Date indicated on fully executed agreement.

Task 1: Identification and Inspection- Following receipt of an executed agreement, marketing and outreach will begin for applicant recruitment. Residents on the existing waiting list will be contacted, new applicants will be pre-screened for program requirements, and application packages will be completed for eligible homeowners. Initial inspections of identified homes will occur, and will identify possible mitigation improvements. Days to complete: up to 25.

Task 2: Submission of Identified Properties- A Property Information Sheet (PIS) for each residential property identified for possible mitigation retrofits will be completed. Color photographs of all sides and corners of the property will be submitted with each PIS. Days to complete: up to 5 following Task 1.

Deliverable 1- Initial PIS will be provided within thirty (30) days of execution date. Any additional or deleted properties will be provided no later than April 15, 2017.

Task 3: Scope of Work Development- A Scope of Work shall be developed for each property approved by the Division, based on the mitigation needs identified on the PIS. Contractor selection will be in accordance with the City's procurement policies and procedures, detailed further in Section V: Cost Control. Days to complete: 45-60 days following approval of PIS and benefit cost analysis.

Deliverable 2- Scope of Work containing the date, recipient's name, RCMP project number, the contractor selected for each mitigation measure and the Florida product approval code will be provided within fourteen (14) days of contractor selection.

Task 4: Construction- Upon completion of tasks 1 through 3, the construction phase shall begin. All mitigation measures as approved by the Division and identified on the PIS shall be completed by a qualified, license, Florida contractor. Days to complete: 45 days from actual construction start, continuing until all projects are complete.

Deliverable 3- Based on the work in task 4, Deliverable 3 is due on a regular basis, but shall be submitted at least quarterly following the agreement execution date, and is due 10 days after the close of the quarter. End of quarter dates are September 30, 2016, December 31, 2016, March 31, 2017, and June 30, 2017. The Final Reimbursement Request must be submitted by July 15, 2017. Deliverable 3 shall include the following:

- a) Recipients Invoice
- b) Request for Reimbursement (Attachment D)
- c) Copies of Canceled Checks or Electronic Funds Payment Verification
- d) Quarterly Report
- e) Affidavit of Partial Competition (if applicable)

Task 5: Final Inspection- Upon completion of mitigation retrofit improvements, a post inspection will be completed to ensure all scope of work items are properly completed in compliance with all relevant permits, codes, standards, and specifications. Inspection will be performed by the licensed building official/inspector and the Project Manager. Days to complete: 7 days from construction completion for each property.

Deliverable 4- Final Inspection Request/Close-Out Package is due on or before May 15, 2017. It shall include the following:

- a) Request for Final Inspection
- b) A CD or other digital media that contains electronic folders for each property
- c) An electronic spreadsheet including required information on each property

Project End: June 30, 2017.

Work responsibilities:

Outreach Coordinator, Dan Davis- Mr. Davis's responsibilities are the outreach efforts including speaking to potential applicants, civic groups, public events and local radio programs, the distribution of program brochures, and collaborating with local media for the dissemination of program information. His estimated time demand is 1 hour (average) per week.

Partnering Project Manager, Heather Wilson- Ms. Wilson's responsibilities are program oversight, applicant eligibility interviewing, staff supervision, review of construction contract documents, approval of contractor invoices for payment, monitoring program expenditures and production, field inspections, and completion of all program paperwork and deliverables. Her estimated time demands of this program are 10 hours (average) per week.

Partnering Project Manager and Financial Manager, Stella Gurnee- Ms. Gurnee's responsibilities are the coordination of implementation with co-manager, Heather Wilson and processing payment requests from contractors, assisting with the development of quarterly reports and reimbursement requests, and ensuring all services are contracted in a manner consistent with the City of Bunnell's policies and Florida Statutes. Her estimated time demands of this program are 5 hours (average) per week.

Building Inspector, Dennis Fischer - Mr. Fischer's responsibility is to ensure all construction work is done according to Florida Building Code and local building regulations. His estimated time demands are approximately 1 hour (average) per week.

Measures:

Performance measures- The *Residential Retrofit Program* will retrofit approximately fifteen (15) homeowner occupied homes of Bunnell residents. The following measures will be used to evaluate the program's performance:

- Adherence to project timeline
- Number of homes mitigated
- Total number of openings covered
- Number of retrofit measures passing inspection at first inspection
- Costs incurred as compared to those established in scope of work
- Results of Homeowner Satisfaction Surveys (Appendix E)

Meeting Scheduled Deadlines- The management approach proposed is to closely monitor production goals and timelines. Key staff will have weekly check-ins with the project co-manager, Heather Wilson, to review the progress of tasks and ensure the completion of deliverables as set in the project timeline. These check-ins will also allow for the identification and troubleshooting of any potential obstacles. Additionally, the competitive bid process helps to ensure that project benchmarks and schedules are met. The procurement process has rigid deadlines, and performance records of contractors' adherence to such. Those that have not performed as expected are disqualified, thus allowing for the selection of responsible, timely contractors with proven records of schedule adherence.

Equipment:

Bunnell will not purchase equipment to fulfill the Scope of Work of the *Retrofit Program*. Existing office equipment and facilities will be utilized for program administration, and contractors will provide all necessary equipment to complete construction work.

Subcontractors:

Bunnell will utilize the services of subcontractors for wind mitigation inspections and, if necessary, construction management. Respective Scopes of Services are found in Appendix D.

Capacity to Accomplish Project:

Bunnell, along with Flagler County Emergency Management, has the infrastructure, resources, and staff, beyond those supported by grant funds and identified as the project team. Bunnell provides additional engineering and

public works staff. Flagler County provides additional staff and resources such as additional planners, financial specialists, building inspectors, general contractors, and access to more than 1000 vendors.

Grant Administrator Resources:

Bunnell plans to share grant administrator resources and expenses with the Flagler County Emergency Management. If awarded again, Flagler County Emergency Management would provide for the management and administration of the Residential Construction Mitigation grant for the city through an Interlocal Agreement.

IV: Need/ Justification

Wind Mitigation Need:

The City of Bunnell, having been incorporated as a town in 1913, and then as a city in 1924, contains many buildings and homes preceding current Florida Building Codes. There are more than 2,300 homes built prior to 1999 according to the 2010 census data, and an indeterminate number of homes built between 1999 and 2002, the eligibility cutoff for the Residential Retrofit Program. The Bunnell Residential Retrofit Program that is currently underway has been extremely successful. Residents see the value in mitigation efforts and are thankful for the opportunity to improve their homes at no cost to them. The City of Bunnell is fiscally constrained so being able to obtain a grant from the state to 100% fund a retrofit program is essential to the success.

Bunnell's Vulnerability

The State of Florida is under extreme hurricane danger for six (6) months during hurricane season. Flagler County, being a coastal location of 571 square miles with an approximate population of 102,408, is potentially vulnerable to the full force of a hurricane. In addition, Flagler County is also susceptible to other severe wind events occurring from tornadoes, thunderstorms, and nor'easters. Bunnell has seen a history of susceptibility to wind damage. Tropical Cyclones do not distinguish between jurisdictional boundaries and have impacted Bunnell, as well as Flagler County as a whole. Bunnell in particular has seen twelve tropical cyclones since 2000, two of which were classified as a category four when they hit Florida. Those storms only brought 80 mph winds to the county, but they could have been much worse. Hurricane Charley caused an estimated \$23.3 million in damages to homes and businesses in the county, and Hurricane Jeanne, following only one month later, resulted in additional damages. Both category four storms caused uprooted trees, scattered debris, and caused structural damage to many homes throughout the county.

Financial Need:

According to the 2013 ACS data, 17% of Flagler County residents were on or below the poverty line. For a four person household, the poverty line is measured at \$24,250. Bunnell has a median household income of \$26,617, demonstrating the city's need for financial assistance to undertake a wind mitigation retrofit program. The American Planning Association defines blight as "underperforming or obsolete land uses or buildings that exist where the rational private investment cannot overcome market forces". Bunnell contains several neighborhood communities that would be considered blighted, further emphasizing the need for financial assistance.

Solution:

Bunnell, in partnership with Flagler County Emergency Management, is interested in partnering with the State Division of Emergency Management on the *Bunnell Residential Retrofit Program* to address the above needs for a second year in a row. The City of Bunnell is seeking \$194,000 in Hurricane Loss Mitigation funds to support the mitigation of qualified Bunnell homes through the *Bunnell Residential Retrofit Program*. The *Bunnell Residential Retrofit Program* will focus on a systemic approach that combines all aspects of wind mitigation solutions. This will include roof improvements, gable end reinforcements, straps, and protection on openings (e.g., exterior/garage doors, windows, soffits and roof ventilations) to limit the property damages and loss. A final Uniform Mitigation Verification Form will be filled out and submitted to the homeowner's insurance company after all retrofits have been completed so that the homeowner can also benefit from reduced insurance premiums.

Benefits:

The *Retrofit Program* offers both short and long-term benefits for participating homeowners, the community, and the public at large. First, the program enables low-income families a financial feasible way to obtain wind mitigation retrofits for their homes that they otherwise would not be able to. This may allow those residents to stay in their homes and shelter in place during wind storm events, helping to reduce demand on scarce resources such as shelter beds/space. The *Retrofit Program* may also reduce the need for Federal Emergency Management Agency (FEMA) expenditures for temporary housing of individuals displaced from their homes in the event of damage from major windstorms, as well as reduce the potential number of injuries and deaths attributable to these storms. Another potential benefit for program participants is the expected savings the mitigation measures

could provide in the form of yearly discounts in homeowner insurance. This amount can add up to a considerable sum over the life of the measures. This is especially important for the low and moderate income homeowners with limited financial resources, or those that would otherwise choose not to obtain homeowner's insurance because of the pre-mitigation retrofits cost.

V: Cost Control

Bunnell anticipates providing windstorm mitigation to approximately fifteen (15) homeowners. Wind mitigation measures will protect homes from damages due to future windstorms, hurricanes, and severe thunderstorms. The *Retrofit Program* will focus on a systemic approach that combines all aspects of wind mitigation solutions. This will include roof improvements, gable end reinforcements, straps, and protection on openings (e.g., exterior/garage doors, windows, soffits and roof ventilations), as necessary. In turn, property damages and losses will be lessened along with homeowner insurance costs in our community.

The management approach proposed, as detailed in the Work Plan, is to closely monitor program tasks, deadlines, and expenses to ensure the project proceeds according to the proposed timeline within the grant's anticipated budget allowance. In accordance with the City's Purchasing Policy, the City will take the following steps in accordance with City policies and practices to control costs and limit expenditures of the *Bunnell Residential Retrofit Program*:

- Procure the best value in supplies and contractual and professional services.
- Encourage competition, discourage uniform bidding, and endeavor to obtain as full and as open competition as possible.
- Exploit the possibility of buying in bulk and take full advantage of discounts.
- Maintain a current vendor list of possible sources of supply for goods and services. Such a list should allow for any qualified business which has completed the registration process to be placed on the list, and allow for removal for failing to respond to two consecutive invitations.
- Utilize purchase value procedures: Small purchases with a total value of \$1000 or less may be awarded on the basis of a single verbal quote. Small purchases over \$1000 shall require three written quotes.
- Utilize formal bidding procedures for purchases over \$15,000.
- All purchases in excess of \$2,500 shall be awarded to the lowest responsible and responsive bidder.
- Any change order that exceeds ten percent of the original purchase price shall require approval.

Construction Management Costs- Expenses (not to exceed 5% or \$9,700) for construction coordination will be charged to the *Retrofit Program* as program cost for assistance in preparing work write-ups, conducting interim site inspections, and quality control monitoring of projects. Actual contractor cost for project construction will be charged as program cost; both will be based on actual time spent on each home.

Administrative Costs- Administrative expenses (not to exceed 10% or \$19,400) incurred for managing the program includes the costs that are not project-specific, but are necessary and contribute to the overall progression of the program. Such costs shall include staff time spent working on the implementation of the *Retrofit Program*.

Other Direct Costs- Printing and copying will be required for outreach materials (flyers, brochures, etc) and application materials (application and supporting documentation) that will be distributed and mailed to residents. Total cost for supplies, marketing and advertising will not exceed 1% or \$1,940.

Equipment- Bunnell will not purchase equipment to fulfill the Scope of Work of the *Retrofit Program*. Existing office equipment and facilities will be utilized for program administration, and contractors will provide all necessary equipment to complete construction work.

EXHIBIT "B"
ACKNOWLEDGEMENT
RFP-DEM-15-16-066
HURRICANE LOSS MITIGATION PROGRAM
Residential Construction Mitigation Program (RCMP)

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: City of Bunnell FEID #: 59-6000285

Address: P.O. Box 756

City: Bunnell State: Florida

Zip Code: 32110

Telephone Number: 386-263-8803 E-Mail Address: ddavis@bunnellcity.us

Authorized Signature:  Date: 5/2/16

Printed / Typed: Dan Davis Title: City Manager

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Index of Appendices

Appendix A: Resumes

Appendix B: Budget

Appendix C: Exhibit D/ Drug-Free Workplace Policy

Appendix D: Subcontractor Scopes of Services

Appendix E: Homeowner Satisfaction Survey

Appendix F: Pre-Work Agreement

Biography

Dan Davis
City Manager
City of Bunnell

Dan was appointed City Manager in December 2015. Previous to that appointment, he was the Deputy City Clerk for the City since September 2014. His previous local government experience includes stints as Records Manager, Deputy City Clerk and Land Acquisition Manager for the City of Palm Coast from 2003 until 2009 and City Clerk for the City of Bunnell from 2009 until 2013.

Dan was born in New Orleans, Louisiana, and grew up in the Baton Rouge area where he graduated from Central High School. He attended the University of Louisiana Monroe and Colorado Christian University where he graduated with honors with a Bachelor of Science degree in Organizational Management.

Dan moved to Bunnell from Panama City Beach, Florida, in 2003 when he retired as a Senior Master Sergeant from the United States Air Force. His 20-year Air Force career included stops in Colorado Springs, Colorado, Tampa and Panama City, Florida as well as a year-long deployment to Saudi Arabia during Operations Desert Shield and Desert Storm where he was presented the Bronze Star Medal.

Dan and his wife Kathy have two daughters, a son, and eight grandchildren, all living in Flagler County.

LOCAL GOVERNMENT EXPERIENCE

Dec 15 – Present	City Manager	City of Bunnell, FL
Sep 14 – Dec 15	Deputy City Clerk	City of Bunnell, FL
Jul 09 – Apr 13	City Clerk	City of Bunnell, FL
Aug 07 – Jul 09	Deputy City Clerk and Land Acquisition Manager	City of Palm Coast, FL
Dec 03 – Aug 07	Records Manager	City of Palm Coast, FL

US AIR FORCE CAREER

May 01 – Jul 03	Chief, Information Technology / First Sergeant	Tyndall AFB, FL
Jun 96 - May 01	Superintendent, Information Management & Training	Peterson AFB, CO
Apr 92 – Jun 96	Chief, Information Management	Falcon AFB, CO
May 90 – Apr 92	Commander in Chief's Secretary	McDill AFB, FL

QUALIFICATIONS and ACCOMPLISHMENTS

- Responsible for all administrative functions of the City of Bunnell, to include City Commission (2009 – 2013)
- Prepared/noticed agendas/minutes for Commission meetings and workshops (2007 – present)
- City Records Manager: Procured first-ever electronic records management system--trained staff
- Prepared, processed, and certified commission-adopted ordinances (City law), resolutions, and proclamations
- Supervisor of Elections: Successfully facilitated four city elections
- Served as IT Liaison between City and IT contractor, assembled team and led new website development; instituted 25% annual replacement of staff PCs, assisted staff with IT issues, maintained computer inventory
- **Acting City Manager and Public Information Officer (PIO):** Approved media releases, edited newsletter
- Prepared/managed City Clerk's office budget—kept track of all expenditures, lowered budget each year
- Obtained internationally recognized Master Municipal Clerk certification—highest level
- **Managed** City land acquisitions: Appraisals, environmental audits, title searches, sale contracts, negotiations
- **Chaired** City of Palm Coast's Records Committee and Employee Recognition Committee
- Proficient in Microsoft Word, Excel, PowerPoint, Outlook, optical scanning and some financial software
- Served 20 years in USAF, honorably retiring as E-8 (Senior Master Sergeant)
- **Certified Air Force Records Manager**
- **Project Manager** for 3-year \$1.7 million Air Force IT contract and a **\$3.5 million operations budget**
- **Supervised** 8 IT and administrative personnel. Supervised design and development of multiple databases
- Selected to be General H. Norman Swarzkopf's personal secretary while deployed to the Persian Gulf during Operations Desert Shield/Desert Storm. Presented Bronze Star Medal by General for valor

FORMAL EDUCATION

BS	Organizational Management	1996	Colorado Christian University (Honors)
AAS	Administrative Management	1994	Community College of the Air Force (Honors)

PROFESSIONAL CERTIFICATIONS

Master Municipal Clerk (MMC) – 2012	Certified Municipal Clerk (CMC) - 2007
Electronic Records Manager - Master Level (ERMm) – 2008	Notary Public

PROFESSIONAL ORGANIZATIONS

Florida City and County Management Association (FCCMA)
Florida Association of City Clerks (FACC)

OTHER AFFILIATIONS AND MEMBERSHIPS

United Way Board of Directors (2010 – 2013), Allocations Panel Chair (2005 – present)
Palm Coast Community Church Life Group **Leadership Team & Men's Ministry Leader** (2013 – Present)
AMVETS Finance Officer (2009 - 2013)

Stella L. Gurnee
3 Zinc Place, Palm Coast, FL 32164
Home Phone: (386)586-6929 Cell: (386)439-9423

Professional Summary

- Thirty three years of successful Non-profit/Governmental managerial, accounting, budget, and customer service skills.
 - Over thirteen years of Governmental managerial, accounting, budget and customer service skills.
 - Possess excellent computer and technical managerial, accounting and budget skills.
 - Ability to work under pressure in fast-paced environment.
 - Able to build and maintain solid business relationships with individuals on all levels through honest and effective communication.
-

Skills and Accomplishments

- Developed balance budget (revenues and expenditures) for the City of Bunnell during a significant financial crisis in the first several weeks of employment with the City. Continued contribution to the City's financial stability through development of a balanced budget for the current fiscal year.
 - Implemented numerous accounting and other software programs. Identified and implemented corrections for numerous set up errors in the City's financial software package.
 - Oversee the budget, accounting, utility billing and customer service functions for several City governments. Developed numerous policies, procedures and training programs.
 - Responsible for insuring all budget development adheres to the State's Truth in Millage (TRIM) rules for several City Governments.
 - Coordinated all audits including internal, external, workman's compensation, and State and Federal audits for several City governments.
 - Primary responsibility for Federal and State grant reporting and monitoring. Coordinated and developed numerous FEMA reimbursement requests with a 97% recovery rate. Managed successfully the appeal of several FEMA claims.
 - Developed independent monitoring and recalculation system for large Utility Billing function.
 - Engage in continuing process improvement development.
 - Served on previous City government investment committee directing investments to insure the best return within the guidelines of the established investment policy.
 - Instrumental in developing internal loan options at several City governments to refinance debt at a lower rate.
 - Experienced in developing budget models for use in numerous analysis activities such as union negotiations, pension reviews, out-sourcing and contract options.
-

Professional Experience

<u>Finance Director</u>	City of Bunnell	2014-present
<u>Comptroller</u>	City of Port Orange	2002-2014
<u>Finance Specialist</u>	City of St. Augustine Beach	2002-2002
<u>Assistant Controller</u>	Embry Riddle Aeronautical University	1984-2002
<u>Accounts Payable/Payroll Analyst</u>	Community Hospital of Bunnell	1982-1984
<u>Personnel/Finance NCO/Aircraft Electrician</u>	United States Army	1975-1982

Education-Bachelor of Science, Accounting, University of North Florida, Jacksonville, FL
Technical-Tyler, H.T.E, Oracle, Bi-Tech, Monarch, Microsoft Office Suite, Adobe, FEMA certifications

Dennis Fischer

*922 Chickadee Dr.
Port Orange, FL 32127
(386) 679-4163*

Summary

Building Official with over 40 years experience.

Experience

- | | |
|---------------|---|
| 1994- present | Building Official, City of Bunnell
Bunnell, Florida
Responsible for all building permit activities and inspections. |
| 1990- present | Building Official, Oak Hill
Oak Hill, Florida
Responsible for all building permit activities and inspections. |
| 1983- 2014 | Building Official, Edgewater
Edgewater, Florida
Responsible for all building permit activities and inspections. |
| 1973- 1983 | Construction experience
Illinois |

Education

- | | |
|------|---|
| 1970 | Bachelor of Arts Political Science and Pre-Law
Quincy University
Quincy, Illinois |
|------|---|

State Licenses

- | | |
|------|---|
| BU5 | Certified Building Code Administrator, Florida Department of Business & Professional Regulation |
| BU12 | Certified Standard Inspector, Florida Department of Business & Professional Regulation |
| PX4 | Certified Standard Plans Examiner, Florida Department of Business & Professional Regulation |

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER	CATEGORY
BUS	

The BUILDING CODE ADMINISTRATOR
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2015



FISCHER, DENNIS IRWIN
922 CHICKADEE DRIVE
PORT ORANGE FL 32127



RICK SCOTT
GOVERNOR

ISSUED: 09/16/2013 SEQ # L1309160002648
DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER	CATEGORY
BN12	BLDG, CELEC, MECH, PLUM, RELEC

The STANDARD INSPECTOR
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2015



FISCHER, DENNIS IRWIN
922 CHICKADEE DRIVE
PORT ORANGE FL 32127



RICK SCOTT
GOVERNOR

ISSUED: 09/16/2013 SEQ # L1309160002688
DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER	CATEGORY
PX4	BLDG, ELEC, MECH, PLUM

The STANDARD PLANS EXAMINER
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2015



FISCHER, DENNIS IRWIN
922 CHICKADEE DRIVE
PORT ORANGE FL 32127



RICK SCOTT
GOVERNOR

ISSUED: 09/16/2013 SEQ # L1309160002622
DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

HEATHER V. WILSON

11 Cedar Point Drive | Palm Coast, FL 32164 | (386) 338-5909 | spotlighthw@hotmail.com

EDUCATION

Master of Public Health (MPH) Dec. 2013

University of South Florida College of Public Health, Tampa, FL

Concentration: Global Disaster Management and Humanitarian Relief

Special Project: Camp Dorothy: A Faith-Based Tornado Recovery Program for Elementary School-Aged Children

Bachelor of Science (BS) in Biomedical Sciences May 2010

University of South Florida Honor's College, Tampa, FL

Minor: Public Health

Honor's Thesis: Public Health Learning Activities for The Walk: Healthy Foods and Eating

EMPLOYMENT HISTORY

Mitigation Planner, Flagler County Emergency Management

May 2015- Present

Bunnell, FL

- Develop and implement Flagler County's Residential Construction Mitigation Program: Create outreach materials, meet with homeowners, determine eligibility, establish program procedures, secure vendors, and ensure completion of grant deliverables.
- Assist the cities of Flagler Beach and Bunnell establish and implement their residential retrofit programs.

Intern, Flagler County Emergency Management

Jan. 2015- May 2015

Bunnell, FL

- Update the Disaster Preparedness Guide to include mitigation efforts, business continuity, special needs shelter and pet shelter revisions, boating considerations, and livestock/large animal considerations.
- Assist in the planning and outreach for Public Safety Appreciation events.
- Coordinate with Flagler County Schools and the America Red Cross in the establishment of sheltering procedures and supplies.

Standardized Patient, University of South Florida

Aug. 2011 — Mar. 2014

Tampa, FL

- Portray a patient in a consistent fashion through mock clinical encounters for medical, pharmacy, nursing, athletic training, and physical therapy students.
- Assess and provide immediate and direct feedback on the student's performance and skills in communicating, history taking, and physical examination.

Disaster Relief Intern, Lutheran Services Florida

Aug. 2013 — Nov. 2013

Tampa, FL

- Develop tornado recovery curriculum: "Camp Dorothy: A Faith-Based Tornado Recovery Program for Elementary School-Aged Children".

Student Fundraiser, RuffaloCODY

Sept. 2011 — Sept. 2013

Tampa, FL

- Personally secured over \$40,000 for the University of South Florida.
- Updated prospect profiles using CampusCALL software while fostering good relations with prospects.
- Negotiated giving levels while providing different payment options for donating and reasons to give.



CITY OF BUNNELL
FY 2016 BUDGET

Fund: 001 - GENERAL FUND

Revenue		
<u>001-3111000</u>	Ad Valorem Tax Rev - Gen	1,106,443.00
<u>001-3124100</u>	Local Option Gas Tax Rev - Gen	62,034.00
<u>001-3125100</u>	Firefighters Pension Ins Prem Tax	12,662.00
<u>001-3141000</u>	Utility Tax Rev - Electric - Gen	210,000.00
<u>001-3143000</u>	Utility Tax Rev - Water - Gen	78,000.00
<u>001-3144000</u>	Utility Tax - Gas	5,700.00
<u>001-3148000</u>	Utility Tax Rev - Propane	6,500.00
<u>001-3151000</u>	Communication Service Tax	113,154.00
<u>001-3161000</u>	Business/Occ License Fees	70,000.00
<u>001-3221000</u>	Bldg Permit Fees Rev - Com Dev	10,500.00
<u>001-3231000</u>	Franchise Fee - Electric	241,000.00
<u>001-3291000</u>	Other Development Fees Rev - Com Dev	11,500.00
<u>001-3344900</u>	State Transportation Grant	-
<u>001-3351200</u>	SRS - Sales Tax Rev - Gen	53,256.00
<u>001-3351220</u>	SRS - Municipal Gas Tax Rev - Gen	16,543.00
<u>001-3351400</u>	Mobile Home Licenses Rev - Gen	6,000.00
<u>001-3351500</u>	Alcoholic Bev License Rev - Gen	3,000.00
<u>001-3351800</u>	Local Gov 1/2 Cent Sales Tax Rev - Gen	90,857.00
<u>001-3390000</u>	Payment in Lieu of Tax (PILOT)	114,294.00
<u>001-3413000</u>	Administrative Fees	304,502.00
<u>001-3425100</u>	Inspection Fees - Fire - Rev - Com Dev	13,500.00
<u>001-3449000</u>	Other Transportation Revenue	66,852.00
<u>001-3475300</u>	Facility Rental Service Fee	1,200.00
<u>001-3499001</u>	School Impact 3% Admin Rev - Gen	110.00
<u>001-3511400</u>	Court Fines Rev - Gen	14,600.00
<u>001-3512000</u>	Confiscated Property Rev - Gen	-
<u>001-3513000</u>	Police Education Rev - Gen	2,000.00
<u>001-3516000</u>	Police Admin Fees Rev - Gen	900.00
<u>001-3541000</u>	Code Enforcement Fines Rev - Com Dev	1,200.00
<u>001-3511000</u>	SBA & Gen Interest Income - Gen	500.00
<u>001-3621000</u>	Civic Center Rental	10,400.00
<u>001-3622000</u>	Park Rental Fee	2,000.00
<u>001-3661000</u>	Donations from Other Sources - Gen	-
<u>001-3693000</u>	Settlement	-
<u>001-3699000</u>	Other Misc Income - Gen	6,500.00
<u>001-3699100</u>	Extra Duty Pay - PD	-
<u>001-3801000</u>	Fund Balance Transfer - Gen	-
<u>001-3803010</u>	Infrastructure Funds Transfer to GF	92,216.00
	General Fund Total Revenue	2,727,923.00



CITY OF BUNNELL
FY 2016 BUDGET

Expense

DepartId: 0511 - Legislative

Object: 10 - Personal Services

<u>001-0511-511.1100</u>	Salary / Wage - Reg - Legislative	47,102.00
<u>001-0511-511.2100</u>	FICA Tax	3,606.00
<u>001-0511-511.2200</u>	Retirement Contributions	22,950.00
<u>001-0511-511.2300</u>	Medical/Dental/Life Exp.	-
<u>001-0511-511.2400</u>	Workers Comp	89.00
Object: 10 - Personal Services Total		73,747.00

Object: 30 - Operating Expenditures / Expenses

<u>001-0511-511.3300</u>	Recording Fees	200.00
<u>001-0511-511.3400</u>	Other Contract Services	6,220.00
<u>001-0511-511.3700</u>	Election Expenses	3,637.00
<u>001-0511-511.4000</u>	Travel / Per Diem	1,000.00
<u>001-0511-511.4100</u>	Communications Expense	-
<u>001-0511-511.4400</u>	Rental / Lease Expense	24,685.00
<u>001-0511-511.4500</u>	Insurance Expense	55,208.00
<u>001-0511-511.4700</u>	Printing / Binding Expense	50.00
<u>001-0511-511.4800</u>	Advertising / Promo Expense	4,000.00
<u>001-0511-511.4900</u>	Other Current Chgs & Obligations	7,600.00
<u>001-0511-511.5100</u>	Office Supplies Expenses	50.00
<u>001-0511-511.5200</u>	Operating Supplies	250.00
<u>001-0511-511.5264</u>	Small Equipment	-
<u>001-0511-511.5400</u>	Memberships, Publications, Books, Training	1,000.00
<u>001-0511-511.5500</u>	Training	1,000.00
Object: 30 - Operating Expenditures / Expenses Total		104,900.00

DepartId: 0511 - Legislative Total

178,647.00

DepartId: 0512 - Executive

Object: 10 - Personal Services

<u>001-0512-512.1200</u>	Salary & Wage - Regular	72,972.00
<u>001-0512-512.2100</u>	FICA Tax	5,583.00
<u>001-0512-512.2200</u>	Retirement Contributions	15,124.00
<u>001-0512-512.2300</u>	Medical / Life Ins Exp - Exec	6,783.00
<u>001-0512-512.2400</u>	Workers Comp	131.00
Object: 10 - Personal Services Total		100,593.00

Object: 30 - Operating Expenditures / Expenses

<u>001-0512-512.3400</u>	Other Contracted Services	204.00
<u>001-0512-512.4000</u>	Travel / Per Diem	1,000.00
<u>001-0512-512.4100</u>	Communications Expense	1,388.00
<u>001-0512-512.4400</u>	Mun. Complex Lease	6,188.00
<u>001-0512-512.4500</u>	Insurance Expense	1,805.00
<u>001-0512-512.4700</u>	Printing / Binding Expense	100.00
<u>001-0512-512.4900</u>	Other Current Chgs & Obligations	1,600.00
<u>001-0512-512.5100</u>	Office Supplies Expenses	100.00
<u>001-0512-512.5400</u>	Memberships, Publications, Books, Training	1,000.00
<u>001-0512-512.5500</u>	Training	500.00
Object: 30 - Operating Expenditures / Expenses Total		13,885.00

DepartId: 0512 - Executive Total

114,478.00



CITY OF BUNNELL
FY 2016 BUDGET

DepartId: 0513 - Financial and Administrative

Object: 10 - Personal Services

001-0513-513.1200	Salary & Wage - Regular	196,897.00
001-0513-513.1400	Overtime Pay	2,000.00
001-0513-513.2100	FICA Tax	15,294.00
001-0513-513.2200	Retirement Contributions	14,985.00
001-0513-513.2300	Medical / Life Ins Exp - Exec	33,915.00
001-0513-513.2400	Workers Comp	370.00
Object: 10 - Personal Services Total		263,461.00

Object: 30 - Operating Expenditures / Expenses

001-0513-513.3200	Accounting & Auditing Expense	12,695.00
001-0513-513.3300	Recording Fees	600.00
001-0513-513.3400	Other Contract Services	12,000.00
001-0513-513.4000	Travel / Per Diem	1,000.00
001-0513-513.4100	Communications Expense	4,000.00
001-0513-513.4200	Postage	2,000.00
001-0513-513.4300	Utility - Public Services	-
001-0513-513.4400	Rental / Lease Expense	19,550.00
001-0513-513.4500	Insurance Expense	6,527.00
001-0513-513.4600	Repair / Maint - Service	3,000.00
001-0513-513.4700	Printing / Binding Expense	1,229.00
001-0513-513.4800	Advertising / Promo - Admin	1,500.00
001-0513-513.4900	Other Current Chgs - Admin	3,000.00
001-0513-513.5100	Office Supplies Expense	3,500.00
001-0513-513.5200	Operating Expenses	1,000.00
001-0513-513.5210	Fuel	100.00
001-0513-513.5264	Small Equipment Purchase	-
001-0513-513.5400	Memberships, Publications, Books, Training	1,250.00
001-0513-513.5500	Training	500.00
Object: 30 - Operating Expenditures / Expenses Total		73,451.00

DepartId: 0513 - Financial and Administrative

336,912.00

DepartId: 0514 - Legal Counsel

Object: 30 - Operating Expenditures / Expenses

001-0514-514.3101	Legal Services - Legislative Exp	-
001-0514-514.3103	Legal Services - Administrative Exp	84,000.00
001-0514-514.3106	Legal Services - Bldg Exp	-
001-0514-514.3409	Other Contract Services - Legal	204.00
Object: 30 - Operating Expenditures / Expenses		84,204.00

DepartId: 0514 - Legal Counsel

84,204.00



CITY OF BUNNELL
FY 2016 BUDGET

DepartId: 0517 - Information Technology`

Object: 10 - Personal Services

001-0517-517.1200	Salary & Wage-Regular	51,530.00
001-0517-517.2100	FICA Tax	3,943.00
001-0517-517.2200	Retirement Contributions	3,742.00
001-0517-517.2300	Medical/Life Ins Exp	6,783.00
001-0517-517.2400	Workers comp	95.00
Object: 10 - Personal Services Total		<u>66,093.00</u>

Object: 30 - Operating Expenditures / Expenses

001-0517-517.3400	Other Contract Services	3,553.00
001-0517-517.4000	Travel Per Diem	1,000.00
001-0517-517.4100	Communications Expense	1,800.00
001-0517-517.4400	Rental/Lease	9,154.00
001-0517-517.4500	Insurance	1,805.00
001-0517-517.4600	Repair & Maint Supplies	500.00
001-0517-517.5100	Office Supplies Expense	150.00
001-0517-517.5200	Operating Supplies	250.00
001-0517-517.5264	Small Equipment	500.00
001-0517-517.5400	Memberships, Publications	250.00
001-0517-517.5500	Training	1,500.00
Object: 30 - Operating Expenditures / Expenses Total		<u>20,462.00</u>

Object: 60 - Capital Outlay

001-0517-517.6400	Capital Machinery/Equipment	<u>30,000.00</u>
Object: 60 - Capital Outlay Total		<u>30,000.00</u>

DepartId: 0517 - Information Technology` 116,555.00



**CITY OF BUNNELL
FY 2016 BUDGET**

DepartId: 0521 - Law Enforcement

Object: 10 - Personal Services

001-0521-521.1200	Salary & Wage - Regular	366,368.00
001-0521-521.1400	Overtime Pay	22,600.00
001-0521-521.1401	Court - OT- PD/Law	1,400.00
001-0521-521.1402	Special Operations - OT - PD/Law	1,000.00
001-0521-521.1500	Incentive Spec Pay - PD/Law	3,840.00
001-0521-521.1600	Extra Duty / Off Hours Worked	-
001-0521-521.2100	FICA Tax	30,239.00
001-0521-521.2200	Retirement Contributions	79,662.00
001-0521-521.2300	Medical / Life Ins Exp - Exec	67,822.00
001-0521-521.2400	Workers Comp	11,028.00
Object: 10 - Personal Services Total		583,959.00

Object: 30 - Operating Expenditures / Expenses

001-0521-521.3400	Other Contract Services	14,000.00
001-0521-521.3410	Other Contract-Dry Cleaning	2,400.00
001-0521-521.4000	Travel / Per Diem	800.00
001-0521-521.4100	Communications Expense	11,600.00
001-0521-521.4200	Postage	504.00
001-0521-521.4300	Utility - Public Services	2,000.00
001-0521-521.4400	Rental / Lease Expense	24,000.00
001-0521-521.4500	Insurance Expense	24,169.00
001-0521-521.4603	Other Current Chgs - K-9 Unit - PD	1,000.00
001-0521-521.4620	Repair / Maint - Vehicles	15,000.00
001-0521-521.4630	Repair / Maint - Contracts	1,500.00
001-0521-521.4700	Printing / Binding Expense	680.00
001-0521-521.4800	Advertising / Promo Expense	50.00
001-0521-521.5100	Office Supplies Expenses	1,500.00
001-0521-521.5200	Operating Supplies	3,500.00
001-0521-521.5210	Fuel	40,000.00
001-0521-521.5220	Uniforms Exp	4,000.00
001-0521-521.5264	Small Equipment Purchase	2,000.00
001-0521-521.5400	Memberships, Publications, Books, Training	900.00
001-0521-521.5500	Training	3,000.00
Object: 30 - Operating Expenditures / Expenses Total		152,603.00

Object: 60 - Capital Outlay

001-0521-521.6400	Machinery/Equipment Expense	51,000.00
Object: 60 - Capital Outlay Total		51,000.00

DepartId: 0521 - Law Enforcement Total **787,562.00**



CITY OF BUNNELL
FY 2016 BUDGET

DepartId: 0522 - Fire Control

-

Object: 10 - Personal Services

<u>001-0522-522.1200</u>	Salary & Wage - Regular	24,412.00
<u>001-0522-522.1201</u>	Wages - Volunteers - FD	7,000.00
<u>001-0522-522.2100</u>	FICA Tax	2,404.00
<u>001-0522-522.2200</u>	Retirement Contributions	23,970.00
<u>001-0522-522.2300</u>	Medical / Life Ins Exp - Exec	-
<u>001-0522-522.2400</u>	Workers Comp	1,230.00
<u>001-0522-522.2500</u>	Unemployment	-
	Object: 10 - Personal Services Total	59,016.00

Object: 30 - Operating Expenditures / Expenses

<u>001-0522-522.3400</u>	Other Contract Services	4,750.00
<u>001-0522-522.4000</u>	Travel / Per Diem	1,000.00
<u>001-0522-522.4100</u>	Communications Expense	3,800.00
<u>001-0522-522.4200</u>	Postage	200.00
<u>001-0522-522.4300</u>	Utility - Public Services	6,000.00
<u>001-0522-522.4500</u>	Insurance Expense	9,962.00
<u>001-0522-522.4600</u>	Repair / Maint - Service	2,500.00
<u>001-0522-522.4620</u>	Repair / Maint - Vehicles	11,000.00
<u>001-0522-522.4800</u>	Advertising / Promo Expense	250.00
<u>001-0522-522.5100</u>	Office Supplies Expenses	250.00
<u>001-0522-522.5200</u>	Operating Supplies	2,500.00
<u>001-0522-522.5210</u>	Fuel	5,000.00
<u>001-0522-522.5220</u>	Uniforms Exp	9,000.00
<u>001-0522-522.5264</u>	Non-Capital Equipment Purchase	5,000.00
<u>001-0522-522.5400</u>	Memberships, Publications, Books, Training	250.00
<u>001-0522-522.5500</u>	Training	1,700.00
	Object: 30 - Operating Expenditures / Expenses Total	63,162.00

Object: 60 - Capital Outlay

<u>001-0522-522.6300</u>	Improvements - Other Than Bldgs	1,500.00
<u>001-0522-522.6400</u>	Machinery/Equipment Expense	3,000.00
	Object: 60 - Capital Outlay Total	4,500.00

DepartId: 0522 - Fire Control

126,678.00



**CITY OF BUNNELL
FY 2016 BUDGET**

DeptId: 0524 - Community Development

Object: 10 - Personal Services

<u>001-0524-524.1200</u>	Salary & Wage - Regular	96,605.00
<u>001-0524-524.1400</u>	Overtime Pay	-
<u>001-0524-524.2100</u>	FICA Tax	7,391.00
<u>001-0524-524.2200</u>	Retirement Contributions	7,015.00
<u>001-0524-524.2300</u>	Medical / Life Ins Exp - Exec	15,263.00
<u>001-0524-524.2400</u>	Workers Comp	179.00
	Object: 10 - Personal Services Total	126,453.00

Object: 30 - Operating Expenditures / Expenses

<u>001-0524-524.3100</u>	Professional Services Expense	500.00
<u>001-0524-524.3102</u>	Legal Services	10,000.00
<u>001-0524-524.3300</u>	Recording Fees	150.00
<u>001-0524-524.3400</u>	Other Contract Services	43,000.00
<u>001-0524-524.3401</u>	Bldg / Fire Inspection Exp - Com Dev	13,500.00
<u>001-0524-524.4000</u>	Travel / Per Diem	500.00
<u>001-0524-524.4100</u>	Communications Expense	2,300.00
<u>001-0524-524.4200</u>	Postage	1,000.00
<u>001-0524-524.4400</u>	Rental / Lease Expense	18,000.00
<u>001-0524-524.4500</u>	Insurance Expense	4,739.00
<u>001-0524-524.4700</u>	Printing / Binding Expense	2,100.00
<u>001-0524-524.4800</u>	Advertising / Promo Expense	600.00
<u>001-0524-524.4900</u>	Other Current Chgs & Obligations	800.00
<u>001-0524-524.5100</u>	Office Supplies Expenses	350.00
<u>001-0524-524.5200</u>	Operating Supplies	100.00
<u>001-0524-524.5210</u>	Fuel	600.00
<u>001-0524-524.5400</u>	Memberships, Publications, Books, Training	110.00
<u>001-0524-524.5500</u>	Training	300.00
	Object: 30 - Operating Expenditures / Expenses Total	98,649.00
	DeptId: 0524 - Community Development Total	225,102.00



CITY OF BUNNELL
FY 2016 BUDGET

DepartId: 0541 - Road and Street Facilities

Object: 10 - Personal Services

001-0541-541.1200	Salary & Wage - Regular	165,030.00
001-0541-541.1400	Overtime Pay	4,000.00
001-0541-541.2100	FICA Tax	12,935.00
001-0541-541.2200	Retirement Contributions	12,277.00
001-0541-541.2300	Medical / Life Ins Exp - Exec	36,630.00
001-0541-541.2400	Workers Comp	11,684.00
Object: 10 - Personal Services Total		242,556.00

Object: 30 - Operating Expenditures / Expenses

001-0541-541.3400	Other Contract Services	33,000.00
001-0541-541.4000	Travel / Per Diem	100.00
001-0541-541.4100	Communications Expense	4,500.00
001-0541-541.4200	Postage	100.00
001-0541-541.4300	Utility - Public Services	66,000.00
001-0541-541.4400	Rental / Lease Expense	5,000.00
001-0541-541.4500	Insurance Expense	22,211.00
001-0541-541.4610	Repair / Maint - Bldgs	1,500.00
001-0541-541.4620	Repair / Maint - Vehicles	8,000.00
001-0541-541.4640	Equipment Repair & Maint - Road/Streets	18,000.00
001-0541-541.4900	Other Current Chgs & Obligations	-
001-0541-541.5100	Office Supplies Expenses	500.00
001-0541-541.5200	Operating Supplies	9,000.00
001-0541-541.5210	Fuel	21,500.00
001-0541-541.5215	Fuel - Off Road Diesel	8,000.00
001-0541-541.5220	Uniforms Exp	3,500.00
001-0541-541.5264	Small Equipment Purchase	2,000.00
001-0541-541.5300	Road Repair Local Option - Road/Streets	35,000.00
001-0541-541.5310	Signage	3,000.00
001-0541-541.5400	Memberships, Publications, Books, Training	-
001-0541-541.5500	Training	500.00
Object: 30 - Operating Expenditures / Expenses Total		241,411.00

DepartId: 0541 - Road and Street Facilities

483,967.00

DepartId: 0572 - Parks and Recreation

Object: 10 - Personal Services

001-0572-572.1200	Salary & Wage - Regular	99,799.00
001-0572-572.1400	Overtime Pay	500.00
001-0572-572.2100	FICA Tax	7,676.00
001-0572-572.2200	Retirement Contributions	6,310.00
001-0572-572.2300	Medical / Life Ins Exp - Exec	18,652.00
001-0572-572.2400	Workers Comp	6,418.00
Object: 10 - Personal Services Total		139,355.00

Object: 30 - Operating Expenditures / Expenses

001-0572-572.3400	Other Contract Services	10,000.00
001-0572-572.4300	Utility - Public Services	30,000.00
001-0572-572.4400	Rental / Lease Expense	200.00
001-0572-572.4500	Insurance Expense	4,965.00
001-0572-572.4610	Repair / Maint - Bldgs	8,500.00
001-0572-572.4620	Repair / Maint - Vehicles	1,000.00
001-0572-572.4640	Repair/Maint - Equipment	2,000.00
001-0572-572.5100	Office Supplies Expenses	-
001-0572-572.5200	Operating Supplies	7,000.00
001-0572-572.5210	Fuel	3,000.00
001-0572-572.5220	Uniforms Exp	1,050.00
001-0572-572.5264	Small Equipment Purchase	2,000.00
001-0572-572.5310	Signage	200.00
Object: 30 - Operating Expenditures / Expenses Total		69,915.00

DepartId: 0572 - Parks and Recreation Total

209,270.00



CITY OF BUNNELL
FY 2016 BUDGET

DepartId: 0590 - Other Non-Operating Disbursements

Object: 60 - Capital Outlay

001-0590-590.6221

Cap Imp - Bldgs - PD

35,000.00

Object: 60 - Capital Outlay Total

35,000.00

Object: 70 - Debt Service

001-0590-590.7213

Cap Imp - Debt Sev Int - Admin

29,548.00

Object: 70 - Debt Service Total

29,548.00

DepartId: 0590 - Other Non-Operating Disbursements Total

64,548.00

Fund: 001 - GENERAL FUND EXPENSE TOTAL

2,727,923.00



**CITY OF BUNNELL
FY 2016 BUDGET**

Fund: 201 - General Debt Service Fund

Revenue

<u>201-3815020</u>	Transfer from 502 Fund	67,596.00
	Revenue	67,596.00

Expense

DeptId: 5170 - General Debt Svc

Object: 70 - Debt Service

<u>201-5170-517.7100</u>	Debt Service Principal	44,989.00
<u>201-5170-517.7200</u>	Debt Service Interest	21,607.00
<u>201-5170-517.7300</u>	Other Debt Service	1,000.00
	Object: 70 - Debt Service Total	67,596.00
	Fund: 201 - General Debt Service Fund Total Expense	67,596.00

Fund: 301 - CAPITAL PROJECTS FUND

Revenue

<u>301-3126001</u>	Discretionary Sales Surtax Rev- Cap Imp	92,216.00
	Revenue	92,216.00

Expense

DeptId: 0563 - Capital Projects

Object: 90 - Other Uses

<u>301-0563-563.9107</u>	Capital Transfer to General Fund	92,216.00
	Object: 90 - Other Uses Expense total	92,216.00
	DeptId: 0563 - Capital Projects Total Expense	92,216.00



CITY OF BUNNELL
FY 2016 BUDGET

Fund: 401 - ENTERPRISE FUND

Revenue

401-3433100	Water Sales Rev - W/S	1,052,000.00
401-3433200	Water Connection Chgs Rev - W/S	13,900.00
401-3433300	Water Off/On Fees Rev - W/S	33,000.00
401-3435100	Sewer Chgs Rev - W/S	1,310,000.00
401-3436000	Penalty Chgs Rev - W/S	59,000.00
401-3611000	Interfund Loan Interest	3,619.00
401-3611007	SBA Interest Inc - W/S	500.00
401-3631000	Impact Fees Rev - Water - W/S	6,000.00
401-3632000	Impact Fees Rev - Sewer - W/S	9,000.00
401-3699006	Other Misc Inc - W/S	20,000.00
401-3801002	Fund Balance Carryforward WS	-
	Revenue Total	2,507,019.00

Expense

DeptId: 0533 - Water Utility Services

Object: 10 - Personal Services

401-0533-533.1200	Salary & Wage - Regular	256,338.00
401-0533-533.1400	Overtime Pay	5,000.00
401-0533-533.1600	Compensated Absence	2,000.00
401-0533-533.2100	FICA Tax	20,154.00
401-0533-533.2200	Retirement Contributions	19,126.00
401-0533-533.2300	Medical / Life Ins Exp - Exec	50,545.00
401-0533-533.2400	Workers Comp	7,656.00
401-0533-533.2500	Unemployment Comp Exp	-
	Object: 10 - Personal Services Total	360,819.00

Object: 30 - Operating Expenditures / Expenses

401-0533-533.3101	Legal Services - Utilities	-
401-0533-533.3111	Professional Services Expense	2,000.00
401-0533-533.3200	Accounting & Auditing Expense	9,729.00
401-0533-533.3401	Other Contract Services	34,934.00
401-0533-533.4000	Travel / Per Diem	500.00
401-0533-533.4100	Communications Expense	6,816.00
401-0533-533.4200	Postage	3,708.00
401-0533-533.4300	Utility - Public Services	39,000.00
401-0533-533.4400	Rental / Lease Expense	20,000.00
401-0533-533.4500	Insurance Expense	16,156.00
401-0533-533.4600	Repair / Maint - Service	7,500.00
401-0533-533.4610	Repair / Maint - Bldgs	1,500.00
401-0533-533.4620	Repair / Maint - Vehicles	8,500.00
401-0533-533.4640	Repair / Maint - Equipment	7,500.00
401-0533-533.4700	Printing / Binding Expense	698.00
401-0533-533.4800	Advertising / Promo Expense	1,200.00
401-0533-533.4900	Other Current Chgs & Obligations	5,000.00
401-0533-533.4920	Over/Short	-
401-0533-533.4990	GF Admin Service Fees	152,250.00
401-0533-533.5102	Office Supplies - Water	2,000.00
401-0533-533.5205	Operating Supplies Exp - Water	61,042.00
401-0533-533.5210	Fuel	15,000.00
401-0533-533.5220	Uniforms Exp	4,692.00
401-0533-533.5264	Small Equipment Purchase	1,800.00
401-0533-533.5400	Memberships, Publications, Books, Training	2,500.00
401-0533-533.5500	Training	5,000.00
	Object: 30 - Operating Expenditures / Expenses Total	409,025.00



CITY OF BUNNELL
FY 2016 BUDGET

Object: 60 - Capital Outlay

<u>401-0533-533.6300</u>	Improvements - Other Than Bldgs	66,000.00
<u>401-0533-533.6400</u>	Machinery/Equipment Expense	40,000.00
	Object: 60 - Capital Outlay Total	106,000.00

Object: 70 - Debt Service

<u>401-0533-533.7100</u>	Debt Service Principal Expense	113,518.00
<u>401-0533-533.7101</u>	SRF Debt Service Principal	-
<u>401-0533-533.7200</u>	Debt Service Interest Expense	27,675.00
<u>401-0533-533.7201</u>	SRF Debt Service Int	72,592.00
	Object: 70 - Debt Service Total	213,785.00

Object: 80 - Grants and Aids

<u>401-0533-533.8200</u>	Contributions	1,250.00
	Object: 80 - Grants and Aids Total	1,250.00

Object: 90 - Other Uses

<u>401-0533-533.9101</u>	Payment in Lieu of Tax Fees	53,316.00
<u>401-0533-533.9900</u>	Reserve for Contingency	78,458.00
	Object: 90 - Other Uses Total	131,774.00

DeptId: 0533 - Water Utility Services 1,222,653.00



CITY OF BUNNELL
FY 2016 BUDGET

DepartId: 0535 - Sewer / Wastewater Services

Object: 10 - Personal Services

401-0535-535.1200	Salary & Wage - Regular	253,648.00
401-0535-535.1400	Overtime Pay	5,000.00
401-0535-535.1600	Compensated Absence	2,000.00
401-0535-535.2100	FICA Tax	19,948.00
401-0535-535.2200	Retirement Contributions	18,931.00
401-0535-535.2300	Medical / Life Ins Exp - Exec	50,545.00
401-0535-535.2400	Workers Comp	7,570.00
401-0535-535.2500	Unemployment Comp Exp	-
Object: 10 - Personal Services Total		357,642.00

Object: 30 - Operating Expenditures / Expenses

401-0535-535.3101	Legal Services - Utilities	-
401-0535-535.3200	Accounting & Auditing Expense	6,640.00
401-0535-535.3400	Other Contract Services	65,000.00
401-0535-535.4000	Travel / Per Diem	1,500.00
401-0535-535.4100	Communications Expense	7,104.00
401-0535-535.4200	Postage	3,888.00
401-0535-535.4300	Utility - Public Services	75,000.00
401-0535-535.4400	Rental / Lease Expense	9,791.00
401-0535-535.4500	Insurance Expense	16,156.00
401-0535-535.4600	Repair / Maint - Service	22,000.00
401-0535-535.4610	Repair / Maint - Bldgs	2,500.00
401-0535-535.4620	Repair / Maint - Vehicles	15,000.00
401-0535-535.4640	Repair / Maint - Equipment	3,700.00
401-0535-535.4700	Printing / Binding Expense	800.00
401-0535-535.4800	Advertising / Promo Expense	1,000.00
401-0535-535.4900	Other Current Chgs & Obligations	5,236.00
401-0535-535.4990	GF Admin Service Fees	152,250.00
401-0535-535.5100	Office Supplies Expenses	2,500.00
401-0535-535.5200	Operating Supplies	70,000.00
401-0535-535.5210	Fuel	15,000.00
401-0535-535.5220	Uniforms Exp	4,500.00
401-0535-535.5264	Small Equipment Purchase	5,000.00
401-0535-535.5400	Memberships, Publications, Books, Training	1,000.00
401-0535-535.5500	Training	5,000.00
Object: 30 - Operating Expenditures / Expenses Total		490,565.00

Object: 60 - Capital Outlay

401-0535-535.6300	Improvements - Other Than Bldgs	75,000.00
401-0535-535.6400	Machinery/Equipment Expense	40,000.00
Object: 60 - Capital Outlay Total		115,000.00

Object: 70 - Debt Service

401-0535-535.7100	Debt Service Principal Expense	56,334.00
401-0535-535.7101	SRF Debt Service Principal Exp - Sewer	52,949.00
401-0535-535.7200	Debt Service Interest Expense	27,675.00
401-0535-535.7201	SRF Debt Service Interest Exp - Sewer	16,050.00
Object: 70 - Debt Service Total		153,008.00

Object: 80 - Grants and Aids

401-0535-535.8200	Contributions	1,250.00
Object: 80 - Grants and Aids Total		1,250.00

Object: 90 - Other Uses

401-0535-535.9101	Payment in Lieu of Tax Fees	53,316.00
401-0535-535.9900	Reserve for Contingency	85,695.00
Object: 90 - Other Uses Total		139,011.00

DepartId: 0535 - Sewer / Wastewater Services 1,256,476.00



**CITY OF BUNNELL
FY 2016 BUDGET**

DeptId: 0536 - Engineering - Utilities

Object: 10 - Personal Services

<u>401-0536-536.1200</u>	Salary & Wage - Regular	13,392.00
<u>401-0536-536.1600</u>	Compensated absence	1,500.00
<u>401-0536-536.2100</u>	FICA Tax	1,140.00
<u>401-0536-536.2200</u>	Retirement Contributions	1,082.00
<u>401-0536-536.2300</u>	Medical/Life Insurance	1,358.00
<u>401-0536-536.2400</u>	Worker's Comp Insurance	426.00
	Object: 10 - Personal Services Total	18,898.00

Object: 30 - Operating Expenditures / Expenses

<u>401-0536-536.3400</u>	Other Contract Services	2,204.00
<u>401-0536-536.4000</u>	Travel/Per Diem	500.00
<u>401-0536-536.4100</u>	Communications Expense	-
<u>401-0536-536.4200</u>	Postage	-
<u>401-0536-536.4400</u>	Rental/Lease	4,000.00
<u>401-0536-536.4500</u>	Insurance Expense	1,038.00
<u>401-0536-536.4700</u>	Printing/Binding	250.00
<u>401-0536-536.5100</u>	Office Supplies Expenses	200.00
<u>401-0536-536.5200</u>	Operating Supplies	200.00
<u>401-0536-536.5400</u>	Memberships, Publications, Books, Training	350.00
<u>401-0536-536.5500</u>	Training	250.00
	Object: 30 - Operating Expenditures / Expenses Total	8,992.00

DeptId: 0536 - Engineering - Utilities 27,890.00

Fund: 401 - ENTERPRISE FUND 2,507,019.00



CITY OF BUNNELL
FY 2016 BUDGET

Fund: 402 - SOLID WASTE

Revenue

<u>402-3434000</u>	Charge for Services - Solid Waste	696,000.00
<u>402-3659000</u>	Scrap Sales Rev - Solid Waste	2,900.00
<u>402-3699001</u>	Sale of Recyclables	2,100.00
<u>402-3801002</u>	Fund Balance Carryforward	(31,097.00)
	Revenue	<u>669,903.00</u>

Expense

DepartId: 0534 - Garbage / Solid Waste Control Services

Object: 10 - Personal Services

<u>402-0534-534.1200</u>	Wages & Salary - Regular - Solid Waste	160,021.00
<u>402-0534-534.1400</u>	Overtime - Solid Waste	11,000.00
<u>402-0534-534.2100</u>	FICA - Solid Waste	13,088.00
<u>402-0534-534.2200</u>	Retirement - Solid Waste	12,421.00
<u>402-0534-534.2300</u>	Medical/Dental Insurance - Solid Waste	30,529.00
<u>402-0534-534.2400</u>	Worker's Comp Insurance - Solid Waste	9,352.00
	Object: 10 - Personal Services Total	<u>236,411.00</u>

Object: 30 - Operating Expenditures / Expenses

<u>402-0534-534.3200</u>	Accounting & Auditing - Solid Waste	3,900.00
<u>402-0534-534.3400</u>	Other Contract Services - Solid Waste	202,291.00
<u>402-0534-534.4000</u>	Travel/Per Diem - Solid Waste	300.00
<u>402-0534-534.4100</u>	Communications - Solid Waste	1,542.00
<u>402-0534-534.4200</u>	Postage - Solid Waste	3,000.00
<u>402-0534-534.4400</u>	Rental/Lease - Solid Waste	6,500.00
<u>402-0534-534.4500</u>	Insurance - Solid Waste	11,507.00
<u>402-0534-534.4600</u>	Repair / Maint - Service	10,000.00
<u>402-0534-534.4620</u>	Repair/Maint Vehicles - Solid Waste	29,000.00
<u>402-0534-534.4640</u>	Repair & Maint - Equipment - Solid Waste	1,500.00
<u>402-0534-534.4700</u>	Printing & Binding - Solid Waste	130.00
<u>402-0534-534.4900</u>	Other Current Charges - Solid Waste	-
<u>402-0534-534.5100</u>	Office Supplies Expenses	250.00
<u>402-0534-534.5200</u>	Operating Supplies	1,368.00
<u>402-0534-534.5210</u>	Fuel	75,000.00
<u>402-0534-534.5220</u>	Uniforms - Solid Waste	1,084.00
<u>402-0534-534.5264</u>	Small Equipment - Solid Waste	12,000.00
<u>402-0534-534.5400</u>	Memberships - Solid Waste	200.00
<u>402-0534-534.5500</u>	Training - Solid Waste	20.00
	Object: 30 - Operating Expenditures / Expenses Total	<u>359,592.00</u>

Object: 70 - Debt Service

<u>402-0534-534.7100</u>	Debt Service Principal - Solid Waste	72,845.00
<u>402-0534-534.7200</u>	Debt Service Interest - Solid Waste	1,055.00
	Object: 70 - Debt Service Total	<u>73,900.00</u>

DepartId: 0534 - Garbage / Solid Waste Control Services Total

669,903.00



CITY OF BUNNELL
FY 2016 BUDGET

Fund: 502 - Municipal Complex Building Fund

Revenue		
<u>502-3412000</u>	Municipal Complex Charge for Service	110,298.00
	Revenue	<u>110,298.00</u>

Expense

DepartId: 0519 - Municipal Complex

Object: 30 - Operating Expenditures / Expenses

<u>502-0519-519.3400</u>	Other Contract Services	4,000.00
<u>502-0519-519.3401</u>	Other Contract Services	-
<u>502-0519-519.4300</u>	Utility Public Service	27,000.00
<u>502-0519-519.4500</u>	Insurance	4,500.00
<u>502-0519-519.4610</u>	Repair/Maint/Bldg	3,702.00
<u>502-0519-519.4640</u>	Repair/Maint/Equipment	-
<u>502-0519-519.5200</u>	Operating Expense	3,000.00
	Object: 30 - Operating Expenditures / Expenses Total	<u>42,202.00</u>

Object: 90 - Other Uses

<u>502-0519-519.9120</u>	Transfer to 201 Fund	67,596.00
<u>502-0519-519.9900</u>	Reserve for Contingency	500.00
	Object: 90 - Other Uses Total	<u>68,096.00</u>

DepartId: 0519 - Municipal Complex 110,298.00

EXHIBIT D

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are received from respondents which are both certified minority businesses (as set forth above), and which are equal with respect to price, quality and service, the proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- A. 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.
- B. 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection A.
- D. In the statement specified in subsection A, notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, F.S., 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.
- E. 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.
- F. 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.


VENDORS SIGNATURE

5-2-16
DATE

POLICY 115.1 DRUG FREE WORKPLACE POLICY & PROCEDURE

I. GENERAL

- A. The City of Bunnell, Florida ("The City") is implementing this policy pursuant to the Florida's Drug Free Workplace Act, Chapter 440.101, Florida Statutes; Drug-Free Workplace Program Requirements and applicable administrative rules.
- B. In implementing this policy, The City's primary concern is to protect the health and safety of its employees and the general public. The City will not tolerate any risk to our employees' safety, the safety of the general public and/or the services provided to our citizens that may be compromised by the impaired actions of persons who insist on using drugs illegally and/or reporting to work under the influence of alcohol. In addition, The City wishes to qualify for the workers' compensation premium discount provided under Fla. Stat. 627.0915 and the irrefutable presumption of intoxication provided under Fla. Statute 440.09 and 440.101 with respect to employees who test positive for alcohol or illegal drug use following an on-the-job injury.
- C. A driver or other employee who retains a Commercial Driver's License (CDL) is covered by the Federal Motor Carrier Safety Administration's regulations (hereinafter collectively referred to as "driver") and is subject to the provisions outlined in the "Drug & Alcohol Free Workplace Policy for Commercial Vehicle Drivers" section of the NCSP.

II. PRELIMINARY STEPS

- A. The City will develop and post a "Policy Statement" (Attachment 1) and a "Notice to Employees and Applicants" (Attachment 2). The notice will contain all information required by Fla. Statute 440.102 (3). Applicants and/or employees will be given a copy of this notice prior to any required drug/alcohol testing. A copy will also be posted in a conspicuous place at all work locations of The City and a copy will be provided to all employees at the time of hire. Finally, The City's Human Resources Department will be responsible for maintaining a copy of this notice on file. This policy statement and notice shall be available for review at all locations.
- B. Effective immediately, any job postings for position openings will include the following language:

"The City of Bunnell maintains and enforces a drug-free workplace program. As part of this program, applicants will be required to submit to a drug and/or alcohol screening test. In appropriate circumstances, current employees may also be required to submit to drug and/or alcohol testing."

- C. For job listings placed in classified/outside advertisements, the advertisements should state that The City of Bunnell is a drug-free workplace.
- D. The City may enter into a contractual relationship with a laboratory and collection site for the collection and testing of blood and urine specimens, in accordance with requirements of applicable law. The laboratory must be certified by the U.S. Department of Health and Human Services.
- E. The City may designate and enter into a contractual relationship with a Medical Review Officer (MRO). The MRO must be a licensed physician with knowledge of substance abuse disorders who meets the requirements under applicable law to act as an MRO for purposes of drug and alcohol testing. The City MRO information is below;

Medquick
140 Pinnacles Drive
Palm Coast, FL 32164
386-597-2829

F. In addition to procedures required under applicable law, the following procedures shall apply with respect to the MRO:

1. The City promptly shall forward to the MRO any forms completed by the tested individual showing any information that may be relevant to the drug/alcohol test. The Drug/Alcohol Testing: History of Recent Medication form (DF-3), if the individual to be tested chooses to complete such form either before or after being tested, should be promptly forwarded to the MRO by the employee. The MRO will consider this information in interpreting any positive confirmed test results.
2. The MRO shall be responsible for receiving test results from the laboratory, interpreting the results of those tests in accordance with applicable law and reporting test results to The City.
3. In carrying out the role of reviewing and interpreting confirmed positive test results, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual's medical history, or review of any medical records made available by the tested individual when a confirmed positive could have resulted from legally prescribed medication.
4. Prior to making a decision to verify a positive test result for an individual, the MRO shall give the individual an opportunity to discuss the test result with him/her. If the MRO is unable to contact the individual directly, the MRO shall contact Human Resources who shall direct the individual to contact the MRO as soon as possible. Human Resources shall take all

- c) All workers' compensation claims.
- d) Disabling damage to any motor vehicle requiring tow away or the driver received a citation. Disabling damage is defined as damage that precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs. Included is damage to motor vehicles that could have been driven, but would have been further damaged if so driven. Exclusions are damage which can be remedied temporarily at the scene of the accident without special tools or parts, tire disablement without other damage even if no spare tire is available, headlight or taillight damage, or damage to turn signals, horn or windshield wipers which make them inoperative.
- e) Property damage totaling \$1,000 or more, i.e. damage to buildings, fences, transformers, guardrails, etc.

If testing is to be performed following an injury at the workplace, the employee should first be taken to Mediquick or for life threatening injuries the nearest Emergency Room. No specimen should be obtained prior to the administration of emergency care. Once the test has been taken, an injured employee must release to the employer the result of any test conducted for the presence of drugs. If the employee is not at a designated collection site, the employee should be transported to such a site if this is medically feasible. If it is not medically feasible to move the employee, a specimen should be obtained at the treating facility and transported to the laboratory by the treating facility. City personnel should not transport the specimen.

Note: The department referring the employee for testing will be responsible for obtaining the employee's signature on all required forms.

2. Routine Fitness for Duty Examinations: The City may require an employee to submit to a drug/alcohol test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the established policy or that is scheduled routinely for all members of an employment classification group.

Note: Human Resources will be responsible for obtaining the employee's signature on all required forms.

3. Reasonable Suspicion Testing: Reasonable suspicion testing will be performed on employees when The City has an articulable belief that an employee possesses, is using, or has used illegal drugs or is impaired or intoxicated by alcohol use in violation of The City's policy. This articulable belief must be supported by specific and particularized facts and reasonable inferences drawn from those facts. Among other things, those facts and inferences may be based upon:

- a) Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug;
- b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- c) A report of drug use, provided by a reliable and credible source;
- d) Evidence that an individual has tampered with a drug test during his/her employment with The City;
- e) Information that an employee has caused, or contributed to, or been involved in an accident while at work; or
- f) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

If testing is requested based on reasonable suspicion, the department requiring the testing must complete an Investigation Report, which details in writing the basis of the determination that reasonable suspicion existed to warrant the testing. The appropriate (Human Resource or other Supervisory capacity position) referring the individual for testing should complete the form as soon as possible, and contact Human Resources for further instructions on transporting the employee to a testing facility.

If drug/alcohol testing is conducted based on reasonable suspicion, The City shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential and retained by the employer for at least 1 year.

Note: Human Resources will be responsible for obtaining the employee's signature on all required forms.

4. Follow-up Testing: If The City requires an employee to enter an employee assistance program, or a drug rehabilitation program, as a condition of continued employment after a confirmed, positive drug/alcohol test, The City will require the employee to submit to random drug/alcohol tests, at least once per year for a two (2) year period after completion of the program. Advance notice of the testing dates must not be given to the employee being tested. If the employee voluntarily enters the program, the employer has the option to not require follow-up testing.

- D. It is the responsibility of the employee/job applicant to notify the laboratory of any administrative or civil action pursuant to the law.
- E. The employee/job applicant has one hundred eighty (180) days after receiving written notification of a positive test result to have the sample retested at his/her expense at another licensed or certified laboratory chosen by the employee/job applicant. The first laboratory that performed the test for the employee is responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.
- F. Within five (5) working days after receipt of a positive confirmed test result from the MRO, The City must inform the employee/job applicant in writing of the positive test result, the consequences of the positive test result, and the employee's available options. A copy of the positive test results must be produced to the employee, upon request.
- G. Within five (5) working days after receiving notice of a positive confirmed test result, an employee/job applicant may submit information to the employer explaining or contesting the test result, and explaining why the result does not constitute a violation of the policy.
- H. If the employee's/job applicant's explanation for the positive test result is unsatisfactory to the employer, the employer must provide a written statement to the employee/job applicant as to why the explanation was not satisfactory, along with the report of the positive test result. The confidential information must be kept by the employer for at least one (1) year.
- I. The City cannot discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee/job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a MRO.
- J. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.
- K. If an initial drug/alcohol test of an employee or job applicant is confirmed as positive, the employer's MRO shall provide technical assistance to the employer and to the employee/job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or non-prescription medication taken by the employee/job applicant.

VII. EMPLOYEE PROTECTION

- A. The City will not discipline, discharge, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employment of The City, for a drug or alcohol related problem if the employee has not previously tested positive for drug or alcohol use, entered an employee assistance program for drug or alcohol related problems, or entered a drug or alcohol rehabilitation program. Unless otherwise provided by a collective bargaining agreement, an employer may select the employee assistance program or drug or alcohol rehabilitation program if the employer pays the cost of the employee's participation in the program.
 - B. An employee/job applicant who has been disciplined or who has not been hired pursuant to this section must exhaust either the administrative appeals process or collective bargaining grievance-arbitration process pursuant to City policy.
- ## VIII. EMPLOYER PROTECTION
- A. No employee/job applicant whose drug/alcohol test result is confirmed as positive in accordance with the provisions of Chapter 440.102 shall, by virtue of the result alone, be defined as a person with a "handicap" or "disability" as defined under federal, State, or local handicap and disability discrimination laws.
 - B. If The City disciplines or discharges an employee or refuses to hire a job applicant under this policy it shall be considered to have disciplined, discharged, or refused to hire for cause.
 - C. No physician-patient relationship is created between an employee/job applicant and The City or any person performing or evaluating a drug/alcohol test, solely by the establishment, implementation, or administration of a drug/alcohol-testing program.
 - D. Nothing in this policy shall be construed to prevent The City from establishing reasonable work rules related to employee possession, use, sale, or solicitation of drugs, including convictions for drug-related offenses, and taking action based upon a violation of any of those rules. An employee convicted of a drug-related crime must notify his/her supervisor within five (5) working days of the conviction.
 - E. If an employee or job applicant refuses to submit to a drug/alcohol test, The City may discipline or discharge the employee, or refuse to hire the job applicant. An employee's refusal to test for alcohol or controlled substances will be considered a positive test result. Adulteration or tampering with a urine or other sample is considered conduct that obstructs the testing process and is considered a refusal to test. An employee whose conduct is considered a refusal to test will be subject to immediate termination.

3. The duration of any legal challenge concerning the employee's employment, separation from employment, workers' compensation claims or drug/alcohol test results.
4. Longer retention periods may apply to specimens and documentation prepared by the laboratory, collection site, or the MRO. The MRO shall be responsible for maintaining all records required of it by the Florida Workers' Compensation Act.

XII. EMPLOYEE ASSISTANCE PROGRAM AND EDUCATION

- A.** The City of Bunnell Human Resources Department will provide Employee Assistance Program (EAP) information to all employees. The City of Bunnell utilizes Florida Health Care Plans to provide EAP to employees. This is a completely separate, confidential counseling service that is available to all employees at anytime. More information on FHCP EAP Services can be obtained by contacting the City of Bunnell Human Resources Department at (386) 437-7500. FHCP EAP Services can be reached by phone at (800) 352-9824.
- B.** Local Rehabilitation Programs: below is a list of local treatment facilities in the City of Bunnell area. This list is not exhaustive but meant to be a reference.
 1. Genesis Rehab Services 386-597-2834
 2. Florida Hospital Memorial System Rehabilitation 386-676-6039
 3. Christian Drug Rehab and Detox 386-259-3504

C. The City is not required to pay the cost of treatment for an employee with a drug/alcohol related problem, unless it chooses to do so. However, The City may choose the EAP or rehabilitation center if The City is paying the costs for the employee's participation.

D. The City may not discipline, discharge, or discriminate against an employee because the employee has voluntarily come forth to seek treatment for a drug/alcohol related problem if the employee has not previously tested positive for drug/alcohol use, entered an EAP for drug/alcohol use or drug/alcohol-related problems, or entered a drug/alcohol rehabilitation program while employed with The City of Bunnell.

E. If an employee tests positive for a controlled substance or alcohol (and the result is confirmed), The City may immediately discharge the employee. If an employee tests positive for a controlled substance or alcohol and The City, in its sole discretion, does not immediately discharge the employee, The City

may discharge the employee if he/she either refuses to participate in the EAP or the alcohol and drug rehabilitation program or has failed to successfully complete such program, as evidenced by withdrawal from the program before its completion or a report from the program indicating unsatisfactory compliance, or by a positive test result on a confirmation test after completion of the program. The City, in its sole discretion, may choose to discipline or discharge the employee for a positive confirmed test result. The City is not required to allow an employee to enter a rehabilitation program or EAP following a positive confirmed test result.

XIII. DRUGS TO BE TESTED FOR

The following is a list of drugs, along with their brand and common names, that the City of Bunnell BOCC may routinely test for. This list is not all inclusive and The City reserves the right to test for any illegal substance:

1. Alcohol (including a distilled spirit, wine, a malt beverage or an intoxicating liquor)
2. Amphetamines (Obetrol, Biphphetamine, Desoxyn, Dexedrine, Didrex, Lomamine, Fastin)
3. Cannabinoids (Marijuana, THC, Pot)
4. Heroin
5. Cocaine
6. Phencyclidine (PCP)
7. Opiates (Paregoric, Paracetamol, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine Expectorant, Dilaudid (Hysdromophone), M-S Contine and Roxanol (morphine sulfate), Percodan, Vicodin, Tuss-Organidin, etc.)
8. Methamphetamine
9. Hallucinogens
10. Methaqualone
11. Methadone
12. Propoxyphene (Darvocet, Darvon N, Dolene, etc.)
13. Barbiturates (Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esqic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.)
14. Benzodiazepines (Avitan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Halcion, Paxipam, Restoril, Centrax)
15. Synthetic Narcotics
16. Designer Drugs
17. Or a Metabolite of any of the Substances Listed Herein

For CDL Drivers, in accordance with FMCSA rules, urinalyses will be conducted to detect the presence of the following substances:

1. Marijuana
2. Cocaine

THE CITY OF BUNNELL, FLORIDA DRUG-FREE WORKPLACE PROGRAM POLICY STATEMENT

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work, and to promote a drug-free community, The City of Bunnell has established this policy on the use or abuse of drugs by its employees. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a multitude of workplace problems. Therefore, The City of Bunnell has established the following policy:

1. It is a violation of City policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or alcohol or otherwise engage in the illegal use of drugs or alcohol on the job.
2. It is a violation of City policy for anyone to report to work under the influence of illegal drugs or alcohol.
3. It is a violation of City policy for anyone to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications).
4. Violations of this policy are subject to disciplinary action up to and including termination.

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are prohibited from reporting to work or being subject to duty while their ability to perform job duties is impaired due to on or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Clearly state consequences of policy violations.

NOTICE TO EMPLOYEES AND JOB APPLICANTS

I. POLICY

The City of Bunnell has established a Drug Free Workplace Program pursuant to Chapter 440.101, Florida Statutes. Employees are prohibited from using illegal drugs (including the non-prescribed use of prescription medication) on or off the City's premises. Employees are also prohibited from possessing or transporting alcohol or illegal drugs on the premises. Possession of paraphernalia used in connection with the use of any drug is evidence of violation of this rule.

The City will require all applicants and all existing employees, under certain circumstances, to be tested for the presence of drugs or alcohol as part of this policy. If there is a positive confirmed drug/alcohol test, you will be denied employment with the City or if presently employed, you will be disciplined and/or terminated. Such positively confirmed drug test shall not create a "handicap" or "disability" as that term is defined by handicap and discrimination laws. Refusal to cooperate in the drug testing procedure is an independent violation of this policy and accordingly, will be treated as a positive confirmed test for drugs.

Upon conviction for violating any state or federal drug law, any employee of the City is required to notify his/her immediate supervisor of such conviction within five (5) business days thereof. This "notification of drug conviction" requirement applies whether the conviction resulted from conduct performed while in the course and scope of employment or off duty.

Any violation of this policy will result in discipline prescribed by this policy, to include termination and possible forfeiture of workers' compensation medical and indemnity benefits. If you are injured due to not wearing/using safety equipment given to them by the City, Workers Comp may not pay the full amount of your claim.

Workers Comp is obligated to stop the loss of life, limb and loss of blood, if your drug test is positive they will only pay for the drug testing not your treatment.

II. REQUIRED TESTING

The City will conduct the following types of drug tests for those drugs listed in the Drugs Tested For section of the policy.

- A. Job Applicant Testing – Job applicants for special risk or mandatory testing positions will be tested for the presence of drugs
- B. Post Accident Testing – Drivers and employees will be tested following involvement in an accident which results in:
 - a) A fatality.

If you receive a positive confirmed drug test result, you have the right to legally or administratively contest the result. You may explain the result to a MRO whose information can be provided by Human Resources. Within five (5) working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the medical review officer explaining or contesting the test result. If your explanation or challenge of the positive confirmed test is unsatisfactory to the MRO, the MRO shall report a positive test to the employer.

If there is a collective bargaining agreement that applies to you, you may appeal a decision under the Drug Free Workplace Policy as provided for under the terms of any applicable collective bargaining agreement. You also may have the right to appeal to the Public Employee Relations Commission or appropriate court pursuant to law or to rules adopted by the Agency for Health Care Administration.

You must notify the testing laboratory of any administrative or civil action brought pursuant to this policy and Florida laws and advise the laboratory of the need to retain any sample taken until the case or administrative appeal is settled. You have the right under law to have the specimen given by you retested at your expense at another laboratory chosen by you. The laboratory you choose must be licensed and approved by the Agency for Healthcare Administration. This retesting must be performed within one hundred eighty (180) days after written notification of a positive test result. The second (2nd) laboratory test must test at equal or greater sensitivity for the drug in question as the first (1st) laboratory. The first (1st) laboratory which performed the test for the City shall be responsible for the transfer of the portion of the specimen to be retested and for the integrity of the chain of custody during such transfer.

VI. CONFIDENTIALITY

You are advised that all information, interviews, reports, statements, memoranda and drug test results, written or otherwise received by the employer through this drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with Section 440.102, Florida Statutes, or in determining the compensability of workers' compensation claims. The City, any laboratory, EAPs, drug and alcohol rehabilitation programs or their agents who receive or have access to information concerning drug tests results, shall keep all information confidential. Release of such information under any other circumstance shall be solely pursuant to a written consent form signed voluntarily, by you, unless such release is compelled by a hearing officer or a court or professional or occupational licensing board. However, the employer, agent of the employer, or laboratory conducting a drug test shall not be prohibited from releasing any such information when consulting with legal counsel in actions brought under or related to Section 440.102, Florida Statutes, or when such information is relevant to its defense in a civil or administrative matter.

Policy 115.1 – DRUG-FREE WORK PLACE

I, _____ have read and understand The City of Bunnell Policy 115.1 Drug-Free Work Place; I understand that the City will start a random drug testing program on July 2, 2014 in order to be considered and remain a Drug-Free Work Place.

Employee Signature

Witness

Date

PLEASE RETURN SIGNED FORM TO HUMAN RESOURCES.

Contractor Scopes of Service

Scope of Service: Wind Mitigation Inspector

The Wind Mitigation Inspector will perform wind mitigation inspections and record on the Unified Mitigation Verification Form (OIR-B1-1802). The selected inspector will be responsible for schedule inspections with homeowners, perform a roof inspection, estimate the approximate roof square footage, measure and record dimensions/square footage of windows and doors, photograph residence from all sides (four minimum), photograph inside of garage door, and compile information into a residence report. Inspector shall submit the Verification Form and residence report to Project Manager within 7 days of inspection date.

Scope of Service: Title Search/Owner Encumbrance Report Contractor

A vendor will be selected to perform a comprehensive search of Flagler County Records from the Earliest Public Records to and including search date, as needed to provide a Title Search. Included information shall detail official plat numbers, deed, outstanding/delinquent taxes, and any liens or assessments on the residence or property. Selected vendor shall submit the Owner Encumbrance Report to Project Manager within 7 days of request.

Scope of Service: Construction Manager

If is determined to be necessary, a general contractor will be hired to help facilitate and oversee that construction work is completed according to Residential Construction Mitigation Program standards and timeline. Construction manager would perform occasional, random site inspections for each residence receiving mitigation measures, coordinate with contractors, homeowners, and the program managers to maintain timeframes and cost control.

Homeowners Satisfaction Survey

Dear Homeowner,

We are committed to providing quality housing and rehabilitation services to eligible property owners. Your home has recently been improved through the *Residential Retrofit Program*. Please help us assist future property owners efficiently by answering the following questions. Circle the number, which most closely reflects your opinion about our services.

1=Not at all 2=Somewhat 3=Very Well

How satisfied were you with...

Application In-Take, Financing and Bid Process

1.	Were the program and eligibility requirements clearly explained?	1	2	3
2.	Did the staff listen to your needs and concerns?	1	2	3
3.	Did the staff respond to your questions promptly?	1	2	3
4.	Were the documents you signed explained fully to you?	1	2	3
5.	Were you advised of your eligibility in a timely manner?	1	2	3
6.	Were you provided with a copy of your contract?	1	2	3

Inspection Process

1.	Did our staff listen to your needs and concerns?	1	2	3
2.	Was your final inspection conducted within a reasonable timeframe?	1	2	3
3.	Did our staff explain the work to be done clearly?	1	2	3
4.	Did our staff answer calls/questions in a timely manner?	1	2	3
5.	Did our staff conduct themselves in a professional manner at all times?	1	2	3

Your Residential Retrofit Program

1.	Are you satisfied with the quality for the work done on your property?	1	2	3
2.	Do you think the cost of the construction was reasonable?	1	2	3
3.	Do you think your project was complete within a reasonable timeframe?	1	2	3
4.	Would you recommend this project to others?	1	2	3

Contractor, Subcontractor, and Crew

1.	Did they arrive on the job site when scheduled?	1	2	3
2.	Did they conduct themselves in a professional manner?	1	2	3
3.	Did they identify and introduce themselves when arriving?	1	2	3
4.	Did they show courtesy?	1	2	3
5.	Did they listen to your needs and concerns?	1	2	3
6.	Did they explain the project clearly?	1	2	3
7.	Did they answer questions and calls in a timely manner?	1	2	3
8.	Did they leave your property clean and clear of debris?	1	2	3
9.	Would you recommend the contractor to others?	1	2	3

What else would you like to share with us about your experience with the Residential Retrofit Program?

Your name

Your address

Thank you for taking the time to respond to our survey

CITY OF BUNNELL
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM
HOMEOWNER ACKNOWLEDGEMENT AND CONSENT

The City of Bunnell administers the Residential Construction Mitigation Program ("RCMP") with grant funding from the Florida Division of Emergency Management ("FDEM"). The City has solicited contractors to complete residential wind mitigation retrofit improvements through the Invitation to Bid **16-XXX** (the "ITB") and has selected the contractor identified below (the "Contractor") to complete the residential retrofits. The ITB contains the Scope of Work and Specifications (the "Work") to be completed through the RCMP.

Contractor Information

The following contractor ("the Contractor") will complete the Work:

Contractor: _____

Address: _____

Phone: _____

Homeowner Information

Homeowner: _____

Street Address: _____

Parcel ID#: _____

The Owner acknowledges and consents to each of the following provisions:

1. Owner may occupy and reside at the premises during the course of the Work.
2. If applicable, Owner must provide written approval from the Homeowner's Association or Condo Association for the Work to be performed.
3. Owner shall provide the Contractor with access to the property, as coordinated and scheduled in advance, between 7:00 am and 6:00 pm, Monday – Friday.
4. Owner shall cooperate with the Contractor to move all personal property out of the Work area to facilitate the performance of the Work. This includes, but is not limited to, furniture, rugs, curtains, and alarm systems. Contractor is responsible for physically

moving and replacing furniture and appliances. The Contractor shall also repair or relocate any phone wires that are affected by the Work. Owner is responsible for all television cables or satellite wiring.

5. Owner shall provide Contractor with the water and electrical services necessary to accomplish the Work.
6. Owner shall approve all paint colors and locksets to be used in this mitigation, if any, prior to commencement of the Work.
7. Owner acknowledges that he or she has received and reviewed the revised Scope of Work per **Addendum 3** of the ITB. Owner acknowledges that after examining the documentation, the City provided Owner an opportunity to ask any questions.
8. Owner understands that only the Work contained in the ITB and the RCMP Property Information Sheet shall be done. Requests for modifications to the Scope of Work performed must be made in writing to the City. The City reserves the right to reject any request for modification to the Scope of Work in its sole discretion. Owner shall not enter into any other agreements for wind mitigation work or commence any other wind mitigation work at the Home until after final inspection of the Work by the City and FDEM.
9. Owner shall not remove, cover, or otherwise obscure any manufacturer stickers, Florida Product Approval Code stickers, clings, decals, labels, or ASTM Code labels until after final inspections by the City and FDEM.
10. Owner must notify the City immediately if the Owner becomes dissatisfied with any Work of the Contractor.
11. Owner agrees to indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work.

I have read this entire acknowledgement and agree to all of the terms herein.

HOMEOWNER

Signature

Name Printed

Date

STATE OF FLORIDA
CITY OF BUNNELL

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by

☐ Personally Known

☐ Produced Identification _____

Notary Public Stamp/Seal

Notary Public Signature



City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 3/14/2017 Amount: \$149,350.19
Department: Finance Account #: 001-0590-590.8300
Subject: Award Bid 2017-02: Residential Construction Mitigation Program
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
ITB 2017-02 and response	Bid Package
RCMP Bid State approval	Exhibit

Summary/Highlights:

Award bid 2017-02 for the Residential Construction Mitigation grant program to Florida Retrofits, Inc.

Background:

July 2015 Flagler County entered into a interlocal agreement with the City of Bunnell to handle the application for a Residential Construction Mitigation grant program for the City. In addition the agreement allowed the County to administer the applications from residents. After the selection of qualified applicants by the County, the City issued a Invitation to Bid for the construction services to complete residential mitigation on nine Bunnell residential homes.

Only one bid was received. The Bid evaluation committee was able to compare the bid response with Flagler Beach's RCMP bid responses. Due to the waiver threshold only seven of the residences qualified for bid award. Also the State reviewed and approved the recommended award. The funding is from the Residential Construction Mitigation grant program.

Staff Recommendation:

Recommend awarding bid 2017-02 to Florida Retrofits, Inc. for the following residential homes identified by number: P700, E308, S813, B209, B127, H304, and M12190.

City Attorney Review:

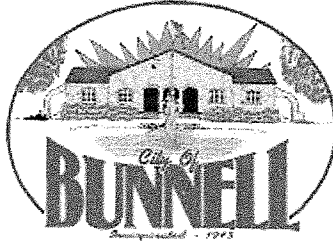
Reviewed and approved.

Finance Department Review/Recommendation:

Recommend award. There are sufficient grant funds for the award.

CITY OF BUNNELL

Original



INVITATION TO BID NO. 2017-02 RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM (RCMP)

NOTICE IS HEREBY GIVEN THAT THE CITY OF BUNNELL IS ISSUING THIS INVITATION TO BID (ITB) TO SOLICIT COMPETITIVE SEALED BIDS FROM CONTRACTORS THAT ARE INTERESTED IN PROVIDING THE LABOR, MATERIALS, TOOLS AND EQUIPMENT NECESSARY FOR THE CITY OF BUNNELL RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM (RCMP) RETORFIT IMPROVEMENTS FOR NINE (9) HOMES LOCATED IN THE CITY OF BUNNELL.

IT IS THE INTENT AND PURPOSE OF THE CITY OF BUNNELL THAT THIS INVITATION TO BID PROMOTES COMPETITIVE SELECTION. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE FINANCE DIRECTOR IF AN LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATION THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS ITB.

NOTICE SHALL BE POSTED IN THE LOCAL NEWSPAPER, CITY OF BUNNELL WEBSITE AND LISTED ON DEMAND STAR. ALL BIDS ARE SOLICITED AND SHALL BE MADE PURSUANT TO ORDINANCE 2012-07, AND ALL BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PROVISIONS THEREOF. ORDINANCE 2012-07 IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BUNNELL, 201 WEST EAST MOODY BLVD., BUNNELL, FL 32110. YOU ARE HEREBY INVITED TO SUBMIT A SEALED PROPOSAL TO PROVIDE ALL INFORMATION REQUESTED IN THE ATTACHED SPECIFICATIONS TO THE CITY CLERK, BUNNELL, FLORIDA.

SUBMIT BIDS TO: SANDI BOLSER – CITY CLERK

MAILING ADDRESS:
Bunnell City Clerk
P. O. Box 756

WALK-IN DELIVERY ADDRESS:
Bunnell City Clerk
201 West Moody Blvd.

TIMETABLE:

Date of Distribution:	02/10/2017
Pre-Bid Meeting (non-mandatory)	02/17/2017 9:00 am
Last Date of Inquiries:	02/24/2017 12:00 pm

LOCATION: MUNICIPAL COMPLEX, 201 W Moody Blvd., Bunnell, Florida 32110

BIDS DUE BY: FRIDAY MARCH 06, 2017 AT 2:00 PM EST after which time they will be publicly opened and read aloud.

Bidders must indicate on the sealed envelope the following:

- A. Title of Proposal – Residential Construction Mitigation Program (RCMP)
- B. Invitation to Bid Number – 2017-02
- C. Hour and Date of Opening – 2:00 pm 3/06/2017
- D. Name of Bidder 1

LEGAL ADVERTISEMENT.....1

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SECTION 1 –INSTRUCTIONS TO BIDDERS

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from contractors that are interested in providing the labor, materials, tools and equipment necessary for the City of Bunnell Residential Construction Mitigation Program (RCMP) retrofit improvements for nine (9) homes located in the City.

It is the intent and purpose of the City of Bunnell that this Invitation to Bid promotes competitive selection. It shall be the bidder's responsibility to advise the Finance Department if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

TIMETABLE

Date of Distribution:	Friday, February 10, 2017
Pre-Bid Meeting (NON-MANDATORY):	Friday, February 17, 2017, 9:00am
Last Date of Inquiries:	Friday, February 24, 2017 by 12:00pm
Bids Due:	Monday, March 06, 2017 at 2:00pm

PRE-BID MEETING – A non-mandatory pre-bid meeting will be held on **Friday, February 17, 2017, 9:00am** in the City of Bunnell, City Hall, Bunnell Room, 201 W. Moody Blvd. Bunnell, Florida, 32110. The Pre-Bid Meeting will offer potential bidders the opportunity to ask questions and discuss the project directly with staff.

QUESTIONS REGARDING THIS ITB – All questions or concerns regarding this Invitation to Bid (ITB) must be submitted **in writing**, to the Finance Director. Questions may be emailed to sgurnee@bunnellcity.us referencing the ITB number 2017-02 in the subject line.

Bidders shall not direct any queries or statements concerning their bid to the City staff, City staff and/or Evaluation Committee during the selection process, from the time of submission of a bid until recommendation of award. Any Bidder who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

ADDENDA OF THE INVITATION TO BID – When appropriate, the Finance Director will issue an addendum to the ITB. Addenda information will be posted on-line at the City of Bunnell website www.bunnellcity.us and Demand Star www.demandstar.com. No oral interpretation of this ITB shall be considered binding. The City shall be bound by information and statements only when such statements are written and executed under the authority of the Finance Director.

It shall be the responsibility of the Bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating them into their bid.

The failure of bidders to submit acknowledgement of any addenda that affects the ITB price(s) is considered a major irregularity and will be cause for rejection of the bid..

The City of Bunnell Commissioners reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Bunnell. No Bidder or other third party does not gain any rights by virtue of this provision or the application thereof, nor shall any bidder or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS – It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidders must contact the Finance Director, email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MEETING SPECIFICATIONS – If you are taking exception, indicate those exceptions as stated on the Bidder's Certification Form.

CORRECTION OF BIDS – Correction of inadvertently erroneous bids shall be permitted up to the time of opening. Bidders shall not be allowed to modify their bids after the opening time and date.

WITHDRAWAL OF BIDS – Bids may be withdrawn by written request at any time prior to bid opening by the Bidder. Negligence on the part of the Bidder in preparing the bid confers no right of withdrawal or modification after the bid has been opened, at the appointed time and place by the City of Bunnell. Any such withdrawn bid shall not be resubmitted.

SUBMISSION OF BIDS – Firms or companies desiring to provide services, as described herein shall submit sealed bids including one original copy, five (5) identical paper copies, and one (1) electronic copy in pdf format on USB or CD.

Bids must be submitted in a sealed envelope with the bid number, title, name of bidder, and opening date clearly displayed on the outside of the sealed envelope.

All bids must be delivered to the City of Bunnell, Sandi Bolser, City Clerk, City Hall, 201 West Moody Blvd., Bunnell, Florida 32110 or by mail to Sandi Bolser, City Clerk, P.O. Box 756, Bunnell, Florida 32110 **no later than the specified date and time.**

Any bid received after the specified date and time will not be accepted. The time/date stamp in the Finance Department shall serve as the official authority to determine lateness of any bid.

OPENING OF BIDS – Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Finance Department for the premature opening of a bid not properly addressed and identified.

DELAYS: The City of Bunnell, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will post notification of any and all changes in scheduled due dates on-line at the City of Bunnell Website www.bunnellcity.us and Demand Star www.demandstar.com.

DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID – Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- (a) Proper submittal of ALL documentation as required by this bid. (Responsive)
- (b) The greatest benefits to the City of Bunnell as it pertains to: (Responsible)
 - 1. Cost
 - 2. Delivery
 - 3. Past Performance
 - 4. Specifications/Scope of Work
 - 5. Financial Stability

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the most responsive, responsible, bidder whose bid represents the best overall value to the City when considering all evaluation factors.

REJECTION/DISQUALIFICATION OF BIDS – The City reserves the right to reject any and/or all bids when such rejection is in the best interest of the City and/or the following reasons:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
- (f) Other reasons deemed appropriate by the City Commissioners

NO LOBBYING – All Bidders are hereby placed on notice that the City of Bunnell Commissioners, City Employees/Staff, Members of the Evaluation Committee (with the exception of the City of Bunnell, Finance Director who is designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Bidders and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted bids for this project. Any Bidder contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

AWARD – The City reserves the right to award the contract to the bidder(s) that the City deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The City is therefore not bound to accept a bid based only on lowest price. Review of submissions will require approval of award by the State of Florida Division of Emergency Management prior to the City making a recommendation of award.

In addition, the City has the sole discretion and reserves the right to cancel this Bid, to reject any/all bids in part or in whole, 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 City to do so. Nothing prohibits the City from rejecting / rebidding when responses exceed budget and the City must change the solicitation to lower costs. **The City also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified,** if deemed to be in the City's best interest.

Bunnell City Commissioners will award this bid at one of their regularly scheduled meetings and that date will be posted to the City's website upon recommendation of award.

RIGHT TO PROTEST – Any Bidder affected adversely by an intended decision with respect to the award of any ITB shall file, with the Finance Director, a written notice of intent to file a protest in accordance with the City of Bunnell Purchasing Policy.

Failure to follow the protest procedure requirements within the time frames prescribed herein as established by City of Bunnell shall constitute a waiver of your protest and resulting claims.

OWNERSHIP OF DOCUMENTS – All documents resulting from this project will become the sole property of the City of Bunnell. The Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Bidder upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

COST OF PREPARATION - Costs of preparation of a response to this ITB are solely those of the Bidder. The City assumes no responsibility for any such costs incurred by the Bidder. The Bidder also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

SECTION 2 – TERMS AND CONDITIONS

GOVERNING LAWS/RULES/REGULATIONS – All Bidders shall hold all State, Federal, and City licenses required to perform the scope of work as described within the ITB documents. The Bidder shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and City.

RESERVATION OF RIGHTS – The City reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified Bidder if the successful Bidders do not execute a contract within thirty (30) days after approval of the selection by the City Commissioners.

City of Bunnell reserves the right, and the City Manager has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the City Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the City of Bunnell. City of Bunnell reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

UNIFORM COMMERCIAL CODE (APPLICABLE ONLY FOR THE PURCHASE OF GOODS) – The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded bidder/contractor and the City of Bunnell for any terms and conditions not specifically stated in this Invitation for Bid.

PRICE/DELIVERY – Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing modifying or “escalator” clauses will not be considered unless specifically requested in the bid specifications.

“Acceptance” as herein used means the acceptance by City of Bunnell City Manager or Finance Director, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be made during the normal working hours of the City. Time is of the essence and the bidder’s delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the City reserves the right to **CANCEL** the order or contract and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

FEDERAL AND STATE TAX – City of Bunnell is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Finance Department will provide an exemption certificate to the successful bidders. Vendors or contractors doing business with City of Bunnell City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any vendor/contractor be authorized to use the City’s Tax Exemption Number in securing such materials.

AVAILABILITY OF PERSONNEL – Personnel described in the bid shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Bidder, and not employees or agents of the City of Bunnell.

ASSIGNMENT OF CONTRACT – The selected Bidder may not make any assignments of their obligations resulting from this ITB without the prior written authorization of the City of Bunnell.

NON-EXCLUSIVITY OF CONTRACT – The selected Bidder understands and agrees that any resulting contractual relationship is non-exclusive and City of Bunnell reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City.

CANCELLATION – The contract with the successful Bidder may be terminated by the City without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The City may terminate the contract at any time as a result of the Contractor’s failure to perform in accordance with these specifications

and applicable contract. The City may retain/withhold payment for nonperformance if deemed appropriate to do so by the City.

AGREEMENT – The selected Bidder shall be expected to execute an agreement containing the terms and conditions herein. Any exceptions to the terms and conditions contained herein must be identified and agreed upon as outlined herein before consideration of proposal.

This Invitation for Bid shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Seventh Circuit Court in Flagler County, Florida for the City of Bunnell.

FLORIDA PROMPT PAYMENT ACT – Payments shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

AVAILABILITY OF FUNDS – City of Bunnell is obligated only to the extent that funds are included in the City's fiscal year budget. Should the City not include funds for this expense the Contract is null and void.

ADDITIONAL REQUIREMENTS – The City reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the City as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

NON-PERFORMANCE – Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources.

PATENT/COPYRIGHT/TRADE SECRET (INDEMNIFY, DEFEND, HOLD HARMLESS) - The Bidder shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The Bidder shall indemnify, hold harmless, and defend the City of Bunnell Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Bidder while providing services under this agreement.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Bunnell cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall, at all times, be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Bunnell in connection with all Proposers' response shall be deemed public records subject to public inspection upon award, recommendation of award, or 10 days after bid/proposal opening, whichever occurs first. Section 119.071, F.S.

FINANCIAL ABILITY – Every Bidder may be required to demonstrate financial stability as evaluated at the sole discretion of the City of Bunnell.

BINDING OFFER – A Bidder's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of a bid shall be taken as prima facie evidence that the Bidder has familiarized itself with the contents of this ITB.

BID FORMS – All bid proposals must be submitted on our standard Invitation for Bids Form. Bid proposals on vendor quotation forms will not be accepted.

NO BID – Where more than one item is listed, any items not bid upon must be indicated "NO BID".

MISTAKES – In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

AUDITABLE RECORDS – The awarded Bidder shall establish and maintain a reasonable accounting system, which enables ready identification of Bidder's cost of goods and use of funds. Such accounting system shall also include adequate records and

documents to justify all fees for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The City or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Bidder or its sub-consultants as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Consultant's place of business. This right to audit shall include the Bidder's subcontractors used to procure goods or services under the contract with the City. Awarded Bidder shall ensure the City has these same rights with subcontractor(s) and suppliers.

LIABILITY: The vendor shall hold and save the City of Bunnell, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

DRUG-FREE WORKPLACE CERTIFICATION – By submitting a bid in response to this ITB you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or Proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION – The award hereunder is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Bunnell. Further, all Bidders must disclose the name of any City of Bunnell employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidder's firm or any of its branches.

The Bidder shall certify that he/she has not, either directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the ITB and that the Bidder is not financially interested in, or otherwise affiliated in a business way with any other Bidder on the same land or improvements.

EQUAL EMPLOYMENT OPPORTUNITY: Title VII of the Civil Rights Act of 1964 protects individuals against employment discrimination based on race and color as well as national origin, sex, or religion.

CODE ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES: Pursuant to Florida Statutes, any Public Officer or Employee of the City of Bunnell will abide by all ethical requirements as outlined in Chapter 112, Part III.

AMERICANS WITH DISABILITIES ACT (ADA) – If you need special services provided for under the Americans with Disabilities Act, contact the Finance Director at 386-437-7500 at least 48 hours before the scheduled event.

LITERATURE (if applicable) – If no particular brand, model or make is specified, Bidders shall submit with the ITB two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

LICENSES (if applicable) – The Contractor shall be responsible for obtaining and maintaining city occupational license and any licenses required pursuant to the laws of the City of Bunnell, Flagler County, or the State of Florida. In furnishing the service or product to the City, the vendor shall comply with all federal, state, county and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, and proposal or quote.

BRAND NAME OR EQUALS/DEVIATIONS – Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate product or service is or is not equal shall be made solely by City of Bunnell and such determination shall be final and binding upon all bidders. The City of Bunnell reserves the right to request and review additional information to make such a determination.

Although the City of Bunnell provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the City. Such award may not necessarily be given to the lowest bid offered.

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing **prior** to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an addendum to the IFB. Any goods or services that are not in compliance with the specifications will not be accepted.

COPIES – Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with City of Bunnell's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

PROPRIETARY/RESTRICTIVE SPECIFICATIONS – Prospective bidders, who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Finance Director receipt of this Invitation for Bids and **prior** to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

VENDOR ASSISTANCE WITH SPECIFICATIONS – Any prospective bidder which assisted the City in developing or writing the specifications contained herein are requested to so note such on the bid proposal page of their bid response.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION – By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- (c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

SUCCESSORS AND ASSIGNS – The City and the vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the vendor.

EMPLOYEES OF THE CONTRACTOR – All work under this contract shall be performed in a professional and skillful manner. The City may require, in writing, that the contractor removes from this contract any employee the City deems incompetent, careless, or otherwise objectionable.

ALIEN WORKERS – The City of Bunnell City does not award publicly funded Contracts to those who knowingly employ unauthorized alien workers in violation of section 274A of the Immigration and Naturalization Act. 8 United States Code §132a. Such employment deprives legal workers of job opportunities. Violation of section 274A shall be grounds for unilateral cancellation of the Contract, Agreement, Bid or Quote for purchase of services and goods by the City of Bunnell.

E-VERIFY – The Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.

INSURANCE REQUIRED – Before execution of the contract by the City and commencement of the operations and/or services to be provided, and during the duration of the contract, the vendor shall file with the City current certificates of all required insurance on forms acceptable to the City, which shall include the following provisions:

The Responder shall procure and maintain, at its sole expense during the life of the engagement, insurance of the types and the minimum amounts stated below.

<u>Type</u>	<u>Amount</u>
Professional Liability/Errors & Omissions	\$1,000,000
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

B. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the City Commission. Prior to commencing any work under the engagement letter, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City.

C. The insurance shall provide that no material alteration or cancellation, including non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City; provided, however, that for the professional liability insurance, in lieu of the foregoing requirement, the City in its sole discretion, may agree to accept notice of such material alteration or cancellation from the Responder.

D. The insurance procured for the Responder shall name the City of Bunnell as an additional insured on the comprehensive general liability.

E. insurance carrier(s) must have a minimum financial rating of A-.

TERMINATION

(a) Termination for Default:

The City may, by written notice to the (vendor/contractor/consultant), terminate this contract for default in whole or in part (delivery orders, if applicable) if the (vendor/contractor/consultant) fails to:

1. provide products or services that comply with the specifications herein or fails to meet the City’s performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract

Prior to termination for default, the City will provide adequate written notice to the (vendor/contractor/consultant) through the Finance Department, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. The contractor and its sureties (if any) shall be liable for any damage to the City resulting from the Contractor’s default of the contract. This liability includes any increased costs incurred by the City in completing contract performance.

In the event of termination by the City for any cause, the vendor will have, in no event, any claim against the City for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the City the vendor

shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the City.
4. Continue and complete all parts of that work that have not been terminated.

If the (vendor's/contractor's/consultant's) failure to perform the contract arises from causes beyond the control and without the fault or negligence of the (vendor/contractor/consultant), the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

(b) Termination for Convenience:

The City, by written notice, may terminate this contract, in whole or in part, when it is in the City's interest. If this contract is terminated, the City shall be liable only for goods or services delivered and accepted. The City Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

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SECTION 3 – SCOPE OF WORK/SPECIFICATIONS

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from contractors that are interested in providing the labor, materials, tools and equipment necessary for the City of Bunnell Residential Construction Mitigation Program (RCMP) retrofit improvements for nine (9) homes located in the City of Bunnell.

PRIVATE AGREEMENTS – It is understood that only the work contained in these permitted specifications shall be done. There shall be no private agreements of any kind between the Owner and Contractor other than as referenced in the City's Invitation for Bid.

GENERAL CONDITIONS – The Contractor is responsible for verifying all existing dimensions, quantities and job site conditions prior to submitting his/her bid. The Contractor shall not place any debris or equipment on adjacent properties. The Contractor must clean all areas affected by work under this Contract. All left over debris must be removed and disposed of by legal means. Property must be left in broom clean condition. All related construction items removed or replaced shall become the property of the Contractor unless prior agreement with Owner has been reached in writing and approved by City. The Contractor shall be responsible for any damage done to the Owner's home, furnishings and personal property as a result of the work performed by the Contractor under these Bid Specifications. The Contractor is responsible for scheduling and coordinating all subcontractor work. The Contractor shall provide all necessary materials, equipment and personnel who have the appropriate qualifications and experience to undertake the scope of work specifications. It is the Owner's responsibility to remove and replace all personal property to facilitate the performance of the work. This includes, but is not limited to, furniture, rugs, curtains, and alarm systems. Contractor shall repair/relocate any phone wires that are affected by this work; Owner is responsible for all TV cables or satellite wiring. The work shall be complete in the time limit(s) specified and in accordance with the work specifications and plans. If there are any conflicts between the Owner and the Contractor, the requirements cited in the Work Specifications shall prevail. **Exception:** Contractor and Owner must receive written approval from the Homeowner Association or Condo Association for all work items.

CODES, ORDINANCES AND PERMITS – All work to be performed in the Contract Agreement, including plans and bid specifications shall comply with all current building codes, ordinances, and permitting requirements from the City. This includes the current Florida Building Code (F.B.C.) with the latest revisions. It is the Contractor's responsibility to identify and pull all required permits. The installation of all materials and products shall be done in accordance with the manufacturer's specifications and in accordance with the latest revised addition of the Florida Building Code, ordinances and permitting requirements. **RCMP must be written across the permit application(s). Scope of Work and NOA must be submitted along with the plans for plan review. Copies of all permits pulled must be submitted to Flagler County's RCMP Program Manager. A copy of the signed initial permit card and copies of completed inspections, along with contractor affidavits should be submitted to Flagler County's RCMP Program Manager's office after final inspection.** Contractors need to inform Program Manager if he/she is experiencing undue delays in the permitting process.

WORKMANSHIP & MATERIAL STANDARDS – The Contractor is to perform work specified in Work Specification in a high quality good workmanlike manner using specified materials or approved equals. Materials must 1) be high quality, 2) be installed in accordance with manufacturer's specs and 3) meet requirements of building inspectors. All "equals" must be submitted and approved by the Program Manager. Final decision on workmanship will be by the Program Manager and/or Inspector.

WORK AND COMPLETION TIME – The Contractor shall satisfactorily complete work within 90 days of Notice of Award.

Permits are to be requested and work commenced within seven (7) days of contract signing. Commencement of work must begin immediately upon receipt of permit.

Said completion period may be extended upon written approval by the City of Bunnell Finance Director and the Flagler County RCMP Program Manager, in conjunction with an approved Change Order by the City of Bunnell, or as a result of Acts of God or other extenuating circumstances beyond the Contractor's fault or control. However, time is of the essence of this Contract, and extensions shall be limited to unforeseeable circumstances.

INVOICING – The invoice for work satisfactory completed must be submitted to the Program Manager and shall include the following documents at a minimum:

1. Original Invoice with invoice numbers (#)
-Amount of invoice must match the signed proposal and Change Order(s) (if applicable)
2. Copy of signed permit card after all inspections.
3. Copies of completed inspections along with contractor affidavits
4. Contractor Release of Liens and each Sub-contractor Release of Liens
5. Warranty for work performed (1 year for general work and 5 years for roof)
6. Material Receipts

7. Final NOAs of products used
8. Pictures during roof work (if applicable) will need to be provided

CHANGE ORDERS – No changes will be permitted to the Contract Agreement unless of an emergency nature, code violations, a requirement by the Building Department or other instances as deemed necessary and executed by the Owner, Contractor, and City, prior to the start of the change order work.

“OR EQUAL CLAUSE” – Whenever a material, item, article, appliance, or piece of equipment is identified in the Contract Agreement including plans and bid specifications by reference to manufactures of vendor’s names, trade names, model numbers, catalog numbers or otherwise the City, will have made its best efforts to name such reference. Any such reference is intended merely to establish a standard; and, unless it is followed by the words “no substitution is permitted” because of form, fit, function and quality, any material, item, article, appliance, or equipment so proposed is, in the sole opinion of the Flagler County Program Manager, equal in substance, quality and function. Any request for substitution must be made to Flagler County Program Manager in writing and approval granted by the Program Manager in the form of an executed change order by the City of Bunnell Finance Director prior to the installation of the material, item, article, appliance, or equipment.

GENERAL WARRANTY – Materials installed and work performed shall have a one (1) year Contractor Warranty from the date of final acceptance of the work by the Owner and Program Manager. Roof warranties must be valid for a period of no less than a five (5) year Contractor Warranty from final completion date of all work required under this contract.

PAINT AND PRIMER – Unpainted materials require priming and two coats of paint. Tint the primer per color selection. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting. Unless otherwise mentioned in the specifications, all paint must be mid-grade or better, and minimum 15 years warranty paint, which are ZERO VOC products, for interior paint and ZERO or LOW VOC 100% acrylic products for exterior paint. Color to be selected by Owner.

ENERGY STAR PRODUCTS (ENERGY RATED) – The Contractor shall utilize ENERGY STAR products, as specified at www.energystar.gov/products. Check the website for complete product specifications and updated lists of qualifying products.

Energy-efficient product means a product that (1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or (ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

The Contractor shall ensure that energy-consuming products (i.e., ENERGY STAR products or FEMP designated products) at the time of contract award, for products that are (1) Delivered; (2) Acquired by the Contractor for use in performing services at a Federally-controlled facility; (3) Furnished by the Contractor for use by the Government; or (4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

The Contractor shall provide products that earn the ENERGY STAR label and meet the energy star specifications for energy efficiency. The Contractor shall provide the ENERGY STAR label for all energy efficiency products installed according to the project bid specifications. The Energy Conservation Measurements includes specification for windows, insulation and air sealing; heating and cooling, HVAC temperature controls hot water heaters, indoor and outdoor light fixtures, appliances, water conservation and renewable/green energy measures. This requirement applies to the Contractor and any Subcontractor.

PRODUCT CODES – All Florida Approved Product Code Stickers/Clings/Decals must remain intact on installations.

WORK SCHEDULE – Contractor shall schedule and coordinate work with the Owner between 7:00 am and 6:00 pm Monday through Friday. Requests to work before or after these hours and on weekends must be approved by Owner. Owner shall provide the water and electric services necessary to accomplish this work. Work requiring a program inspection by Program Manager can only be performed during Flagler County’s normal business hours Monday through Friday. The Contractor is responsible for scheduling and coordinating subcontractor work. **The Contractor acknowledges that the Flagler County Program Manager, Heather Wilson, will monitor all work. Ms. Wilson can be reached at the following e-mail or phone number: hwilson@flaglercounty.org Phone:(386)313-4265. All building permits and inspections will adhere to the City of Bunnell standards and will be inspected by the City of Bunnell Inspector.** Contractor must call and schedule a post inspection (Final Walk-Through) with the Program Manager after the Final Building Inspection is approved through the City of Bunnell Inspector. Ladder must be provided by the Contractor for the Inspector at the Final Walk-Through. Final and full payment for all work completed pursuant to the work specifications (as amended/modified, if applicable) shall be done upon completion of all inspections required by the program and the work has been deemed satisfactory.

PROTECT HOUSE CONTENTS FROM DAMAGE DURING WORK – Contractor shall take steps to protect house and contents from damage during project. Contractor is advised to use drop cloths to protect furniture, appliances, entertainment systems and other house contents and components. Contractor shall move furniture and appliances out of and back into work areas once work is complete. Contractor is not to leave furniture, appliances, clothing or other house contents unprotected outside house during job. Contractor shall be responsible for rainwater damage to interior of the house and its contents while performing a roof improvement.

REDUCE AIRBORNE DUST DURING CONSTRUCTION – Contractor is to take steps necessary to reduce and contain airborne dust created during construction, demolition and removal of defective paint. If removing defective paint, then wet scrape is required. Do NOT use electric sanders or torches if removing paint. Contractor and workers encouraged to wear protective clothing and respirators and to follow hygiene procedures approved by OSHA.

HURRICANE PROTECTION – Contractor shall be responsible for protecting job site during and prior to Hurricane Watch as declared by the U.S. Weather Bureau.

GENERAL CLEAN-UP – Contractor is to provide clear and safe passageways in and around structure during project. Contractor to remove debris and materials from in and around structure being repaired to legal dump site regularly and at the end of the project. In progress and final clean-up to include-but is not limited to-damp wiping, sweeping, mopping and vacuuming.

BUILDING INSPECTIONS – Building Inspections shall be as per current Florida Building Code. Work that has been concealed without a Compliance Inspection may result in payment delays or denial. Contractor shall be responsible for requesting all mandatory inspections as per current Florida Building Code. When calling into the Community Development Department, please inform them that this is a **RCMP** grant related inspection request.

LEAD BASED PAINT INSPECTION – A Lead Based Paint (LBP) inspection is mandatory for homes constructed before 1978. The LBP must be conducted by a State or EPA-certified (licensed) LBP Inspector and an Inspection Report must be obtained in accordance with the Environmental Protection Agency Part 745, and housing and urban Development (HUD).

Chapter 7, 1997 revised guidelines. At a minimum the Inspection report shall indicate year home was built, survey & testing methods used, lead based paint sample analysis, number of samples taken, breakdown of areas tested, lead readings, and conclusion. **The Program Manager will schedule the Lead Based Paint inspection with a third party testing company. Upon receipt of the inspection report, a copy will be provided to the Contractor prior to commencement of any rehabilitation work. **

A Risk assessment will be required by a Risk Assessor, if the report reveals that LBP is present. The Risk Assessment shall provide the options for reducing lead based paint hazards. Rehabilitation work requiring interim controls or abatement for lead based paint hazards identified within the Risk Assessment; and/or stabilization of any paint disturbed during rehabilitation will also require a Clearance Examination as well as a Clearance Report. In all cases, renovators must use lead-safe work practices in paint surfaces being disturbed.

STATEMENT CONCERNING PROGRAMATIC AUTHORITY – Florida Statute 215.555 defines the Florida Hurricane Catastrophe Fund of which subsection seven lists additional powers and duties. Florida Statute, henceforth annotated as FS, 215.555 (7)(c) allocates funds:

“to improve hurricane preparedness, reduce potential losses in the event of a hurricane, provide research into means to reduce such losses, educate or inform the public as to means to reduce hurricane losses, assist the public in determining the appropriateness of particular upgrades to structures or in the financing of such upgrades, or protect local infrastructure from potential damage from a hurricane” (FS 215.555(7)(c)).

Derived from subsection seven derives FS 215.559, the Hurricane Loss Mitigation Program (RCMP). According to FS 215.559(1)(a):

“Seven million dollars in funds shall be used for programs to improve the wind resistance of residences and mobile homes, including loans, subsidies, grants, demonstration projects, and direct assistance; educating persons concerning the Florida Building Code cooperative programs with local governments and the Federal Government; and other efforts to prevent or reduce losses or reduce the cost of rebuilding after a disaster.”

In conjunction with FS 553.844, *Windstorm loss mitigation requirements for roofs and opening protection*, RCMP sets its standards for wind retrofit to those in accordance with FS 553.844. FS 553.844 relates to the Florida Building Code. Thus, Florida Building Code for wind retrofit must be adhered to in pursuit of the RCMP grant for wind

retrofit. Further, the RCMP program agrees with the approved federal standards relayed in FEMA document P-804, *Wind Retrofit Guide for Residential Buildings (2010)*, thus when there are questions that are unaddressed by Florida statute or the Florida Building Code RCMP advises the FEMA standard as a further reference. Listed below are the elements for wind retrofit found within FS 553.844 and as such are applicable to wind retrofit projects. Associated Florida Building Codes (FBC) for the 5th edition is attached with each element.

PROGRAM NOTE CONCERNING CONSTRUCTION METHODS – The mitigation activities below are annotated with relevant FBC references. These references refer perspective bidders to the maximum extent for mitigation activities. When and where applicable prospective bidders should not use the maximum extent as their primary option. Prospective bidders should use sound reason based on experience and cost effectiveness in determining proper application for mitigation techniques.

As a note to the bidder, it is NOT necessary or IMPERATIVE or WARRANTED in all cases to bid based on the maximum extent. Bidders should bid based on the most cost effective means to complete wind retrofit activity that will pass local building officials inspection.

ROOFING GENERAL SPECIFICATIONS - It is the Contractor's responsibility to ensure that work, installation and materials comply with current Florida Building Code. Required inspections, requested at appropriate intervals. Paint/product color to be chosen by Owner. Do not use turbine vents, only use goose necks and ridges. As per home, remove TV dish- no reinstallation or replacement. Manufacturer stickers, Florida Product Approval Code labels, and ASTM Code labels should not be removed until AFTER final inspections by the Building Department and Program Administrator.

- 102 DIMENSIONAL/ARCHITECTURAL SHINGLE ROOF** –Contractor will furnish and install architectural shingle roof according to current FBC, Building, 1507.2 of the 5th edition. Shingle to be fungus resistant and carry a manufacture warranty of 25 years. Remove all existing roofing materials, underlayment, and flashings down to deck; replace damaged sheathing and re-nail entire sheathing to current Florida Building Code. Include secondary water barrier (Reference 2014 FBC 5th Ed., R907.7.2(1)) and 8d@6"/6" roof decking. Contractor is responsible to inspect roof to wall attachments. Replace damaged overhang wood under soffit and fascia, replace any damaged screen soffit. Prepare galvanized metal drip for painting by metal primer base coat followed by additional coats of oil-base or latex paint of good quality.
- 103 3 TAB SHINGLE ROOF** –Contractor will furnish and install a shingle roof according to current FBC, Building, 1507.2.7.1 of the 5th edition. Shingle to be fungus resistant and carry a manufacture warranty of 25 years. Remove all existing roofing materials, underlayment, and flashings down to deck; replace damaged sheathing and re-nail entire sheathing to current Florida Building Code. Include secondary water barrier (Reference 2014 FBC 5th Ed., R907.7.2(1)) and 8d@6"/6" roof decking. Contractor is responsible to inspect roof to wall attachments. Replace damaged overhang wood under soffit and fascia, replace any damaged screen soffit. Prepare galvanized metal drip for painting by metal primer base coat followed by additional coats of oil-base or latex paint of good quality.
- 104 TILE ROOF** –Contractor will furnish and install tile roof according to current FBC, 1507.3 of the General Building Code, 5th edition. Tile to be fungus resistant and carry a manufacturer's warranty of 25 years. Remove all existing roofing materials, underlayment, and flashings down to deck; replace damaged sheathing and re-nail entire sheathing to current Florida Building Code. Include secondary water barrier (Reference 2014 FBC 5th Ed., R907.7.2(1)) and 8d@6"/6" roof decking. Contractor is responsible to inspect roof to wall attachments. Replace damaged overhang wood under soffit and fascia, replace any damaged screen soffit. Prepare galvanized metal drip for painting by metal primer base coat followed by additional coats of oil-base or latex painting of good quality.
- 105 FLAT ROOF** – Flat Roof shall be mitigated to FBC, 1507 of the General Building Code, 5th edition. Remove all existing roofing materials, underlayment, and flashings down to deck; replace damaged sheathing and re-nail entire sheathing to current Florida Building Code. Include secondary water barrier (Reference 2014 FBC 5th Ed., R907.7.2(1)) and 8d@6"/6" roof decking. Contractor is

responsible to inspect roof to wall attachments. Replace damaged overhang wood under soffit and fascia, replace any damaged screen soffit. Prepare galvanized metal drip for painting by first cleaning metal with an adequate solution to clean manufacturing residue then apply a galvanized metal primer base coat followed by additional coats of oil-base or latex paint of good quality.

- 106 **FASCIA BOARD** – Fascia Board shall be retrofitted to meet FBC, 1404.5.1.3 of the General Building Code, 5th edition. Remove all fascia and haul away. Furnish and install new 1" x 2" p.t. furring and fascia. Match existing fascia in size and material. Fascia shall bridge a minimum of three (3) rafter ends. Outside corner shall be mitered and secured with non corrosive nails. Apply one coat of primer/sealer and two coats of exterior latex paint.
- 107 **SOFFIT** – Soffits shall be retrofitted to meet FBC 1404.5.1.3 of the General Building Code, 5th edition. Remove all soffit materials. Furnish and install new soffit and soffit screen as per current Florida Building Code. Apply all new corrosion resistant mesh. Match existing material in width and thickness. Secure with non-corrosive nails. Prime, seal and paint all soffit.
- 108 **GABLE END** – Gable ends shall be wind retrofitted to meet the F.B.C. standards that provide the most cost effective method found in Chapter 17, 1704.1 of the Existing Building Manual, 5th edition.
- 109 **SKYLIGHT - IMPACT RESISTANT (ENERGY STAR REQUIRED)** – Remove and haul away existing skylight and surrounding roofing as needed to furnish and install new appropriately sized impact resistant skylight. Repair impacted roofing to include flashing to match existing. Skylights should be replaced to meet the current Florida Building Code standards found in Chapter 24 of the Building Manual 5th edition.
- 110 **CLIPS OR STRAPS** - Roof clips or straps shall be renailed, replaced, or installed according to FBC, 1506.7 of the General Building Code, 5th ed. utilizing the most cost effective method that meets FBC R907.8.1.

WINDOWS GENERAL SPECIFICATIONS – Remove all existing windows and haul away. All materials and installation of windows must meet all applicable codes. New window installation shall include new aluminum or fiberglass screens with holding clips, permanent weather stripping, positive locking device, nylon or stainless bushings, and aluminum glossing bead. Awning windows must have a torque bar operator. All window installations must be caulked at junction of window and wall penetrates. Obscure glass to be used at bathrooms. If windows to be installed are within 40" of an exterior door's latch side, the window is to be tempered glass. Adjacent exterior and interior surfaces shall be restored to original condition. Replace all windows sills with like material. All materials and installation must meet all wind loads and impact resistance as outlined in FBC, refer to Section 2406 and 2411 of the FBC 5th ed. Windows should be viewed as a window system that meets large impact standards. Windows should be single hung. Manufacture's stickers, Florida Product Approval Code labels, and ASTM Code labels should not be removed until AFTER final inspections by the Building Department and Program Administrator. As per home, Window A/C units must be relocated from current window location and placed into adjoining wall. Refer to FEMA P-804, 4.4.3 which directs to FEMA 55, 12.2.1.

- 200 **IMPACT RESISTANT-TINTED (ENERGY STAR REQUIRED)** – Furnish and install new impact glass windows with tinted glass windows with locking device, removable screen, holding clips and including egress as required by code.

EXTERIOR DOORS GENERAL SPECIFICATIONS – Paint/product color to be chosen by Owner. Manufacture's stickers, Florida Product Approval Code labels, and ASTM Code labels should not be removed until AFTER final inspections by the Building Department and Program Administrator.

- 300 **EXTERIOR DOORS (IMPACT RESISTANT)** – Furnish and install new pre-hung 1-3/4 inch thick 6-panel exterior type, outswing, insulated metal door unit including jamb, casing, hinges, striker plate, threshold and weather stripping, and doorstop. Each exterior door shall have spring/chain or pneumatic closer installed. Non removable pins must be used. Install view scope/peephole and a new entry and single cylinder deadbolt lockset keyed alike. Interior side to have thumb piece, not key.

Lockset to be selected by Owner. Caulk, prime and apply two coats of high quality paint on both sides of door, jamb, and casing. Reference FBC, 1710.5 and 2411.3.1 and of the General Building Code, 5th edition.

- 301 IMPACT GLASS SLIDING DOORS** – Furnish and install sliding glass doors with screen and aluminum frame. Must be City approved single pane impact glass with gray tint. Provide tempered glass where required by code. Replacement units shall be same size as existing units. Sliding Glass Doors should meet Large Missile Impact Standards. Reference FBC, 2411.1 of the General Building Code, 5th edition.
- 302 ACCORDION SHUTTERS AT WINDOWS** – Furnish and install code-approved accordion style hurricane shutters at windows openings (except emergency egress as required by current Florida Building Code). Refer to FBC, 2413 of the General Building Code, 5th edition.
- 303 ACCORDION SHUTTERS AT DOORS** – Furnish and install code-approved accordion style hurricane shutters at exterior door openings (except emergency egress door as required by current Florida Building Code). Refer to FBC, 2413 of the General Building Code, 5th edition.
- 304 ACCORDION SHUTTERS AT SLIDING GLASS DOORS** – Furnish and install code-approved accordion style hurricane shutters at sliding glass door openings (except emergency egress door as required by current Florida Building Code). Refer to FBC, 2413 of the General Building Code, 5th edition.
- 305 GARAGE DOOR (IMPACT RATED)** – Furnish and install new garage door with galvanized metal raised panel unit. Replace rails and hardware and check for proper performance. Provide vent panels in door if existing ventilation does not meet current FBC requirements. Reference FBC, 1609.1.2.3 of the General Building Code, 5th edition.
- 306 ROLL-DOWN SHUTTERS AT DOORS** – Furnish and install code-approved roll-down style hurricane shutters at exterior door openings (except emergency egress door as required by current Florida Building Code). Refer to FBC, 2413 of the General Building Code, 5th edition.

OTHER GENERAL SPECIFICATIONS – Paint/product color to be chosen by Owner. Manufacture’s stickers, Florida Product Approval Code labels, and ASTM Code labels should not be removed until AFTER final inspections by the Building Department and Program Administrator.

- 400 GABLE END VENTS** – Furnish and install code-approved impact-resistant gable end vents. Refer to FBC 1609.1.2.1 of the General Building Code, 5th edition.
- 401 COLUMNS** – Furnish and install Simpson ABU 44 post base with 5/8 inch anchor bolt to foundation. Use Simpson Coral Strap to connect post and header as to provide continuous load pattern and uplift resistance. Secure with non-corrosive nails. Prime, seal and apply two coats of high quality paint.
- 402 DRYER VENTS** – Furnish and install code-approved louver-style dryer vent. Refer to FBC Section M1502 of the Residential Building Code, 5th edition.

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LOCATIONS – The physical addresses of the homes listed in this Invitation to Bid, as well as arrangements for site visits to the home for interior/exterior measurements, may be requested by contacting the **Flagler County Program Manager, Heather Wilson, who can be reached at the following e-mail or phone number:** hwilson@flaglercounty.org , **Phone:(386) 313-4265**. It is requested that Contractors make attempt at notification to the homeowner upon arrival of site visit before proceeding to walk the homeowner's property.

Home- R801

1. Install nine (9) accordion shutters at windows, per Exterior Doors General Specification #302.
2. Install two (2) accordion shutters at doors (front door and side door), per Exterior Doors General Specification #303.
3. Install one (1) accordion shutter at sliding glass doors per Exterior Doors General Specification #304.
4. Replace one (1) door (carport/laundry room access door) per Exterior Doors General Specification #300.
5. Mitigate Straps/Clips per Roofing General Specification #110.
6. Brace two (2) gable ends per Roofing General Specification #108.
7. Replace two (2) gable end vents per Other General Specification #400.
8. Replace three (3) columns (front covered entry) per Other General Specification #401.
9. Replace soffits per Roofing General Specification #107.
10. Replace roof per Roofing General Specification #105 (SQ FT APPROX: 100)
11. Replace roof per Roofing General Specification #103 (SQ FT APPROX: 1600)
Alt. 11 Replace roof per Roofing General Specification #102 (SQ FT APPROX: 1600)

Home- P700

1. Install nine (9) accordion shutters at windows, per Exterior Doors General Specification #302.
2. Install two (2) accordion shutters at doors (front door and side door), per Exterior Doors General Specification #303.
3. Install one (1) accordion shutter at sliding glass doors per Exterior Doors General Specification #304.
4. Replace one (1) door (carport/laundry room access door) per Exterior Doors General Specification #300.
5. Mitigate Straps/Clips per Roofing General Specification #110.
6. Brace two (2) gable ends per Roofing General Specification #108.
7. Replace two (2) gable end vents per Other General Specification #400.
8. Replace four (4) columns (front covered entry) per Other General Specification #401.
9. Replace roof per Roofing General Specification #103 (SQ FT APPROX: 1700)
Alt. 9 Replace roof per Roofing General Specification #102 (SQ FT APPROX: 1700)

Home- E308

1. Install twelve (12) accordion shutters at windows, per Exterior Doors General Specification #302.
2. Install two (2) accordion shutter at doors (front door and side door), per Exterior Doors General Specification #303.
3. Mitigate Straps/Clips per Roofing General Specification #110.
4. Replace roof per Roofing General Specification #103 (SQ FT APPROX: 1870)
Alt. 4 Replace roof per Roofing General Specification #102 (SQ FT APPROX: 1870)

Home- S813

1. Install eleven (11) accordion shutters at windows, per Exterior Doors General Specification #302.
2. Install one (1) accordion shutter at door (front door), per Exterior Doors General Specification #303.
3. Install one (1) accordion shutter at sliding glass doors per Exterior Doors General Specification #304.
4. Replace two (2) doors (both single back doors) per Exterior Doors General Specification #300.
5. Mitigate Straps/Clips per Roofing General Specification #110.
6. Brace two (2) gable ends per Roofing General Specification #108.
7. Replace two (2) gable end vents per Other General Specification #400.
8. Replace five (5) columns (front covered entry) per Other General Specification #401.
9. Replace roof per Roofing General Specification #103 (SQ FT APPROX: 2300)
Alt. 9 Replace roof per Roofing General Specification #102 (SQ FT APPROX: 2300)

Home- B209

1. Install nine (9) accordion shutters at windows, per Exterior Doors General Specification #302.
2. Install two (2) accordion shutter at doors (front door and side door), per Exterior Doors General Specification #303.
3. Replace one (1) door (patio access) per Exterior Doors General Specification #300.
4. Mitigate Straps/Clips per Roofing General Specification #110.
5. Replace four (4) columns (front covered entry) per Other General Specification #401.
6. Replace roof per Roofing General Specification #103 (SQ FT APPROX: 2400)
Alt. 6 Replace roof per Roofing General Specification #102 (SQ FT APPROX: 2400)

Home- B127

1. Install thirteen (13) accordion shutters at windows, per Exterior Doors General Specification #302.
2. Install one (1) accordion shutter at doors (front door), per Exterior Doors General Specification #303.
3. Install one (1) accordion shutter at sliding glass doors per Exterior Doors General Specification #304.
4. Replace one (1) door (garage access) per Exterior Doors General Specification #300.
5. Replace one (1) single car garage door per Exterior Doors General Specification #305.
6. Mitigate Straps/Clips per Roofing General Specification #110.
7. Brace three (3) gable ends per Roofing General Specification #108.
8. Replace two (2) gable end vents per Other General Specification #400.
9. Replace two (2) columns (front covered entry) per Other General Specification #401.

Home- B601

1. Install twelve (12) accordion shutters at windows, per Exterior Doors General Specification #302.
2. Install two (2) accordion shutters at doors (front door and rear door), per Exterior Doors General Specification #303.
3. Replace one (1) door (garage access) per Exterior Doors General Specification #300.
4. Replace one (1) double car garage door per Exterior Doors General Specification #305.
5. Mitigate Straps/Clips per Roofing General Specification #110.
6. Replace roof per Roofing General Specification #103 (SQ FT APPROX: 2700)
Alt. 6 Replace roof per Roofing General Specification #102 (SQ FT APPROX: 2700)

Home- H304

1. Install seven (7) accordion shutters at windows, per Exterior Doors General Specification #302.
2. Install one (1) accordion shutters at door (front door including sidelights), per Exterior Doors General Specification #303.
3. Replace three (3) doors (single rear door, two double doors) per Exterior Doors General Specification #300.
4. Mitigate Straps/Clips per Roofing General Specification #110.
5. Replace two (2) columns (front covered entry) per Other General Specification #401.
6. Replace two (2) exterior dryer vents per Other General Specification #402.
7. Replace roof per Roofing General Specification #103 (SQ FT APPROX: 1800)
Alt. 7 Replace roof per Roofing General Specification #102 (SQ FT APPROX: 1800)

Home- M12190

1. Install sixteen (16) accordion shutters at windows, per Exterior Doors General Specification #302.
2. Install one (1) accordion shutters at door (patio access double doors, with sidelights), per Exterior Doors General Specification #303.
3. Replace two (2) doors (single front door, single patio access door) per Exterior Doors General Specification #300.
4. Mitigate Straps/Clips per Roofing General Specification #110.
5. Brace two (2) gable ends per Roofing General Specification #108.
6. Replace one (1) gable end vent per Other General Specification #400.
7. Replace one (1) skylight/solartube per Roofing General Specification #109.

SECTION 4 – REQUIRED FORMS

4.1 – BIDDER SUBMITTAL CHECKLIST

- ☒ Form 4.2 – Bidder's Certification
- ☒ Form 4.3 – Drug-Free Workplace Certificate
- ☒ Form 4.4 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes (BS-2)
- ☒ Form 4.5 – Affidavit of Non-Collusion
- ☒ Form 4.6 – Professional References
- ☒ Form 4.7 – Vendor Information
- ☒ W-9 Form
- ☒ Bid Worksheet (Attachment A)
- ☒ Submission of one (1) original marked "ORIGINAL", five (5) identical paper copies, and one (1) electronic copy in pdf format on CD or USB

How did you hear about this solicitation?

DemandStar/Onvia	<input type="checkbox"/>	Email	<input type="checkbox"/>
City Website	<input checked="" type="checkbox"/>	Newspaper	<input type="checkbox"/>
		Other	<input type="checkbox"/>
			(please specify)

4.2 – BIDDER'S CERTIFICATION

BIDDERS'S NAME: Florida Retrofits, Inc.

Authorized Signature: 

Date: 2/28/17

BID NUMBER: **2017-02**

BID TITLE: **RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM (RCMP)**

SUBMITTALS DUE: **Monday, March, 06, 2017**

TIME: **2:00 P.M., Local Time**

MAILING ADDRESS:

Bunnell City Clerk
P. O. Box 756
Bunnell, FL 32110

WALK-IN DELIVERY ADDRESS:

Bunnell City Clerk
201 West Moody Blvd.
Bunnell, FL 32110

I have carefully examined the Invitation to Bid (ITB) including Instructions to Bidders, Terms and Conditions, Special Conditions, Scope of Work and/or Specifications, and any other documents accompanying or made a part of this invitation. I hereby propose to furnish the goods or services specified in the ITB at the prices provided in this submission. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bid. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in the bid submittal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Bunnell or of any other Company interested in said ITB; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the Scope of Work and/or Specifications for the designated services and understanding the Terms and Conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

BID WORKSHEETS – Bid Worksheets must be included with completed bid package and are available to download separately on the City's website at www.bunnellcity.us and Demand Star at www.demandstar.com. Sample worksheets are provided in this document. Instructions for saving the electronic worksheet: *Open Bid Worksheet, provided on the City's website at www.bunnellcity.us or Demand Star at www.demandstar.com perform "file save as" and save worksheet to your computer. Fill in unit pricing in highlighted column, which will formulate the extended pricing total.*

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid submission.

Addendum #	_____	Date:	_____	Addendum #	_____	Date:	_____
Addendum #	_____	Date:	_____	Addendum #	_____	Date:	_____

This document must be completed and returned with your Submittal

4.2 – BIDDER'S CERTIFICATION (CONTINUED)

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements as described in this Invitation to Bid. The undersigned further declares that the work will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the submission non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE INVITATION TO BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions:

Company Name: Florida Retrofits, Inc.

Contact Person / Title: James Cody Thomas/CEO


Mailing Address: 2840 Kirby Circle #3

City: Palm Bay State: FL Zip: 32905

Phone: 877-659-8354 Fax: _____

E-Mail: info@floridaretrofits.com


Federal Identification Number: 45-5217039

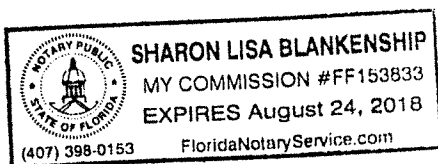
Authorized Signature: 

STATE OF FL
CITY OF Broward/Palm Bay

The foregoing instrument was acknowledged before me 28 day of Feb, 2017 by James Cody Thomas, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: 8/24/18


Notary Public



This document must be completed and returned with your Submittal

4.3 – DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Florida Retrofits, Inc.

(print or type name of business)

publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

JL
(Authorized Signature)

2-28-17
(Date)

James Cody Thomas
(Print Name)

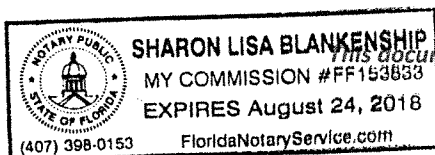
STATE OF FL

CITY OF Brownsville

The foregoing instrument was acknowledged before me 28 day of Feb, 2017 by James Cody Thomas, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: 8/24/18

[Signature]
Notary Public



This document must be completed and returned with your Submittal

4.4 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

Before me, the undersigned City, personally appeared James Cody Thomas, who, being by me first duly sworn, made the following statement:

1. The business address of 2840 Kirby Circle #3 Palm Bay, FL 32905 (name of Offeror or business) is _____.

2. My relationship to Florida Retrofits, Inc (name of Offeror or business) is CEO (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

[Signature]
(Authorized Signature)

2-28-17
(Date)

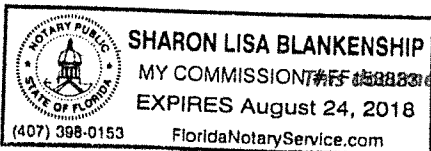
James Cody Thomas
(Print Name)

STATE OF FL
CITY OF Brevard/Melbourne

The foregoing instrument was acknowledged before me 25 day of Feb, 2017 by James Cody Thomas, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: 8/24/18

[Signature]
Notary Public



This document must be completed and returned with your Submittal

4.5 – AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF CITY OF BUNNELL EMPLOYEES

James Cody Thomas * being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Bunnell City Board of City Commissioners or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

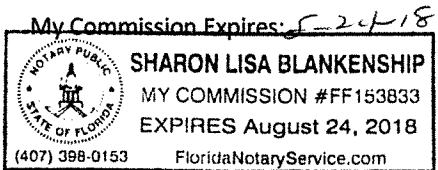
[Signature]
(Authorized Signature)

2-28-17
(Date)

James Cody Thomas
(Print Name)

STATE OF FL
CITY OF Melbourne

The foregoing instrument was acknowledged before me 28 day of Feb, 2017 by James Cody Thomas, who is personally known to me or who has produced as identification and who did take an oath.



[Signature]
Notary Public

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

4.6 – PROFESSIONAL REFERENCES

Please provide three (3) current and correct references from clients for similar services.

(Do not include City of Bunnell)

- | | | |
|----|--|---|
| 1. | Company Name: | Franklin County Emergency Management Coordinator |
| | Contact Person: | Tress Dameron |
| | City, State: | Apalachicola FL 32320 |
| | Telephone Number: | 850-653-8977- office |
| | Email Address: | em2frank@fairpoint.net |
| | Description of goods or services provided: | In charge of RCMP in Franklin County, completed 18 houses |
| | Contract Amount: | \$120,000.00 |
| | Start/End Date of Contract: | 2/22/2016- 4/1/2016 |

- | | | |
|----|--|--|
| 2. | Company Name: | Community Services Division Government Services Group, Inc. |
| | Contact Person: | Jay Mosely |
| | City, State: | Gainesville, Florida 32635-7995 |
| | Telephone Number: | (352) 381-1975 |
| | Email Address: | JMoseley@govserv.com |
| | Description of goods or services provided: | In charge of Taylor County RCMP Program, completed 21 houses |
| | Contract Amount: | \$105,000.00 |
| | Start/End Date of Contract: | 10/13/2016-12/1/2016 |

- | | | |
|----|--|---|
| 3. | Company Name: | City of Cocoa Housing-Community Services Dept |
| | Contact Person: | Helen Heuser |
| | City, State: | Cocoa Florida 32922 |
| | Telephone Number: | (321) 433-8520 |
| | Email Address: | eheuser@cocoafl.org |
| | Description of goods or services provided: | Handles the SHIP Program, 14 houses completed |
| | Contract Amount: | \$78,000.00 |
| | Start/End Date of Contract: | 10/25/2015-1/20/2016 |

This document must be completed and returned with your Submittal

4.7 – VENDOR INFORMATION

Name of Individual or Business Name:

Florida Retrofits, Inc.

Parent Company Name (if different than above):

Taxpayer Identification Number (TIN): 45-5217039

Vendor is:

(☒) Corporation

(☐) Partnership

(☐) Sole Proprietorship

(☐) Other _____ (Explain)

Permanent Residence/Corporate Office Address:

Address 2840 Kirby Circle #3

City Palm Bay State FL Zip Code 32905

Phone 877-659-8354 Fax

E-mail info@floridaretrofits.com

Payment Address (if different from above):

Address

City State Zip Code

Phone Fax

E-mail

Purchase Order Address (if different from above):

Address

City State Zip Code

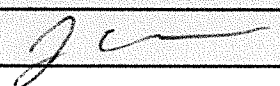
Phone Fax

E-mail

Current W-9 Attached? Yes ☒

ATTACHMENT A
BID WORKSHEET
City of Bunnell Residential Construction
Mitigation Program (RCMP)
ITB No. 2017-02

Completed Attachment A Bid Worksheet MUST be included with Bid.
 (Instruction to save Attachment from website: Perform "file save as" and save spreadsheet to your computer.
 Fill in pricing in highlighted column, preferably electronically.)
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Florida Retrofits, Inc.
CONTACT PERSON:	James Cody Thomas
EMAIL ADDRESS:	<u>cody@floridaretrofits.com</u>
AUTHORIZED SIGNATURE:	

Address	Item/Spec	Spec #	Size/Approx. Sq.Ft.	Qty	Unit Price	Extended Price
R801	Accordion Shutters at Windows	302	N/A	9	\$598.60	\$5,387.40
	Accordion Shutters at Doors	303	N/A	2	\$675.40	\$1,350.80
	Accordion Shutters at Sliding Glass Door	304	N/A	1	\$1,278.60	\$1,278.60
	Exterior Door	300	N/A	1	\$995.00	\$995.00
	Straps/Clips	110	N/A	1	\$2,260.00	\$2,260.00
	Gable Ends	108	N/A	2	\$625.00	\$1,250.00
	Gable Vents	400	N/A	2	\$300.00	\$600.00
	Columns	401	N/A	3	\$765.00	\$2,295.00
	Soffitts	107	N/A	1	\$1,428.00	\$1,428.00
	Flat Roofing	105	100	1	\$1.00	\$1.00
	3 Tab Shingle Roof	103	1600	1	\$8,465.30	\$8,465.30
	<i>Total R801</i>				\$25,311.10	
	ALT: Dimensional/Architectural Shingle Roof (MUST BID ON SPEC 103 ABOVE)	102	1600	1	\$8,643.20	\$8,643.20
	<i>Total R801 (ALT)</i>				\$25,489.00	


ATTACHMENT A
BID WORKSHEET
City of Bunnell Residential Construction
Mitigation Program (RCMP)
ITB No. 2017-02

Completed Attachment A Bid Worksheet MUST be included with Bid.

(Instruction to save Attachment from website: Perform "file save as" and save spreadsheet to your computer.

Fill in pricing in highlighted column, preferably electronically.)

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Florida Retrofits, Inc.
CONTACT PERSON:	James Cody Thomas
EMAIL ADDRESS:	cody@floridaretrofits.com
AUTHORIZED SIGNATURE:	

Address	Item/Spec	Spec #	Size/Approx. Sq.Ft.	Qty	Unit Price	Extended Price
P700	Accordion Shutters at Windows	302	N/A	9	\$598.60	\$5,387.40
	Accordion Shutters at Doors	303	N/A	2	\$675.40	\$1,350.80
	Accordion Shutters at Sliding Glass Doors	304	N/A	1	\$1,278.60	\$1,278.60
	Exterior Door	300	N/A	1	\$995.00	\$995.00
	Straps/Clips	110	N/A	1	\$2,269.04	\$2,269.04
	Gable Ends	108	N/A	2	\$625.00	\$1,250.00
	Gable Vents	400	N/A	2	\$300.00	\$600.00
	Columns	401	N/A	4	\$525.00	\$2,100.00
	3 Tab Shingle Roof	103	1700	1	\$5,920.00	\$5,920.00
	<i>Total P700</i>				\$21,150.84	
	ALT: Dimensional/Architectural Shingle Roof (MUST BID ON SPEC 103 ABOVE)	102	1700	1	\$6,290.00	\$6,290.00
	<i>Total P700(ALT)</i>				\$21,520.84	

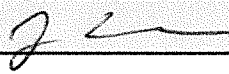
ATTACHMENT A
BID WORKSHEET
City of Bunnell Residential Construction
Mitigation Program (RCMP)
ITB No. 2017-02

Completed Attachment A Bid Worksheet MUST be included with Bid.

(Instruction to save Attachment from website: Perform "file save as" and save spreadsheet to your computer.

Fill in pricing in highlighted column, preferably electronically.)

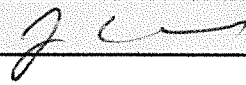
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Florida Retrofits, Inc.
CONTACT PERSON:	James Cody Thomas
EMAIL ADDRESS:	cody@floridaretrofits.com
AUTHORIZED SIGNATURE:	

Address	Item/Spec	Spec #	Size/Approx. Sq.Ft.	Qty	Unit Price	Extended Price
E308	Accordion Shutters at Windows	302	N/A	12	\$589.60	\$7,075.20
	Accordion Shutters at Doors	303	N/A	2	\$698.60	\$1,397.20
	Straps/Clips	110	N/A	1	\$3,126.20	\$3,126.20
	3 Tab Shingle Roof	103	1870	1	\$5,960.00	\$5,960.00
	<i>Total E308</i>				\$17,558.60	
	ALT: Dimensional/Architectural Shingle Roof (MUST BID ON SPEC 103 ABOVE)	102	1870	1	\$6,290.00	\$6,290.00
	<i>Total E308(ALT)</i>				\$17,888.60	

ATTACHMENT A
BID WORKSHEET
City of Bunnell Residential Construction
Mitigation Program (RCMP)
ITB No. 2017-02

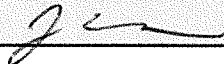
Completed Attachment A Bid Worksheet MUST be included with Bid.
(Instruction to save Attachment from website: Perform "file save as" and save spreadsheet to your computer.
Fill in pricing in highlighted column, preferably electronically.)
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Florida Retrofits, Inc.
CONTACT PERSON:	James Cody Thomas
EMAIL ADDRESS:	cody@floridaretrofits.com
AUTHORIZED SIGNATURE:	

Address	Item/Spec	Spec #	Size/Approx. Sq.Ft.	Qty	Unit Price	Extended Price
S813	Accordion Shutters at Windows	302	N/A	11	\$598.60	\$6,584.60
	Accordion Shutters at Doors	303	N/A	1	\$675.40	\$675.40
	Accordion Shutters at Sliding Glass Doors	304	N/A	1	\$1,278.60	\$1,278.60
	Exterior Door	300	N/A	2	\$995.00	\$1,990.00
	Straps/Clips	110	N/A	1	\$2,655.95	\$2,655.95
	Gable Ends	108	N/A	2	\$625.00	\$1,250.00
	Gable Vents	400	N/A	3	\$300.00	\$900.00
	Columns	401	N/A	5	\$525.00	\$2,625.00
	3 Tab Shingle Roof	103	2300	1	\$5,980.00	\$5,980.00
	<i>Total S813</i>				\$23,939.55	
	ALT: Dimensional/Architectural Shingle Roof (MUST BID ON SPEC 103 ABOVE)	102	2300	1	\$6,290.00	\$6,290.00
	<i>Total S813(ALT)</i>				\$24,249.55	

ATTACHMENT A
BID WORKSHEET
City of Bunnell Residential Construction
Mitigation Program (RCMP)
ITB No. 2017-02

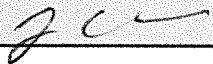
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NAME OF BUSINESS:	Florida Retrofits, Inc.
CONTACT PERSON:	James Cody Thomas
EMAIL ADDRESS:	cody@floridaretrofits.com
AUTHORIZED SIGNATURE:	

Address	Item/Spec	Spec #	Size/Approx. Sq.Ft.	Qty	Unit Price	Extended Price
B209	Accordion Shutters at Windows	302	N/A	9	\$786.60	\$7,079.40
	Accordion Shutters at Doors	303	N/A	2	\$598.60	\$1,197.20
	Exterior Door	300	N/A	1	\$995.00	\$995.00
	Straps/Clips	110	N/A	1	\$2,235.00	\$2,235.00
	Columns	401	N/A	4	\$585.60	\$2,342.40
	3 Tab Shingle Roof	103	2400	1	\$10,626.30	\$10,626.30
	<i>Total B209</i>				\$24,475.30	
	ALT: Dimensional/Architectural Shingle Roof (MUST BID ON SPEC 103 ABOVE)	102	2400	1	\$10,920.00	\$10,920.00
	<i>Total B209 (ALT)</i>				\$24,769.00	

ATTACHMENT A
BID WORKSHEET
City of Bunnell Residential Construction
Mitigation Program (RCMP)
ITB No. 2017-02

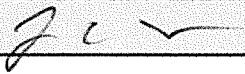
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NAME OF BUSINESS:	Florida Retrofits, Inc.
CONTACT PERSON:	James Cody Thomas
EMAIL ADDRESS:	cody@floridaretrofits.com
AUTHORIZED SIGNATURE:	

Address	Item/Spec	Spec #	Size/Approx. Sq.Ft.	Qty	Unit Price	Extended Price
B127	Accordion Shutters at Windows	302	N/A	13	\$593.40	\$7,714.20
	Accordion Shutters at Doors	303	N/A	1	\$782.20	\$782.20
	Accordion Shutters at Sliding Glass Doors	304	N/A	1	\$1,283.00	\$1,283.00
	Exterior Door	300	N/A	1	\$995.00	\$995.00
	Garage Door	305	1-car	1	\$1,360.75	\$1,360.75
	Straps/Clips	110	N/A	1	\$2,145.00	\$2,145.00
	Gable Ends	108	N/A	3	\$625.00	\$1,875.00
	Gable Vents	400	N/A	2	\$300.00	\$600.00
	Columns	401	N/A	2	\$765.00	\$1,530.00
<i>Total B127</i>					\$18,285.15	

ATTACHMENT A
BID WORKSHEET
City of Bunnell Residential Construction
Mitigation Program (RCMP)
ITB No. 2017-02

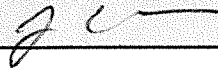
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NAME OF BUSINESS:	Florida Retrofits, Inc.
CONTACT PERSON:	James Cody Thomas
EMAIL ADDRESS:	cody@floridaretrofits.com
AUTHORIZED SIGNATURE:	

Address	Item/Spec	Spec #	Size/Approx. Sq.Ft.	Qty	Unit Price	Extended Price
B601	Accordion Shutters at Windows	302	N/A	12	\$589.00	\$7,068.00
	Accordion Shutters at Doors	303	N/A	2	\$765.30	\$1,530.60
	Exterior Door	300	N/A	1	\$995.00	\$995.00
	Garage Door	305	2-car	1	\$1,680.00	\$1,680.00
	Straps/Clips	110	N/A	1	\$4,989.60	\$4,989.60
	3 Tab Shingle Roof	103	2700	1	\$10,989.60	\$10,989.60
	<i>Total B601</i>				\$27,252.80	
	ALT: Dimensional/Architectural Shingle Roof (MUST BID ON SPEC 103 ABOVE)	102	2700	1	\$11,315.00	\$11,315.00
	<i>Total B601(ALT)</i>				\$27,578.20	

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Mitigation Program (RCMP)
ITB No. 2017-02

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NAME OF BUSINESS:	Florida Retrofits, Inc.
CONTACT PERSON:	James Cody Thomas
EMAIL ADDRESS:	cody@floridaretrofits.com
AUTHORIZED SIGNATURE:	

Address	Item/Spec	Spec #	Size/Approx. Sq.Ft.	Qty	Unit Price	Extended Price
H304	Accordion Shutters at Windows	302	N/A	7	\$945.60	\$6,619.20
	Accordion Shutters at Doors	303	N/A	1	\$1,238.00	\$1,238.00
	Exterior Door	300	N/A	3	\$665.00	\$1,995.00
	Straps/Clips	110	N/A	1	\$3,743.25	\$3,743.25
	Columns	401	N/A	2	\$1,270.80	\$2,541.60
	Dryer Vent	402	N/A	2	\$30.00	\$60.00
	3 Tab Shingle Roof	103	1800	1	\$7,165.00	\$7,165.00
	<i>Total H304</i>				\$23,362.05	
	ALT: Dimensional/Architectural Shingle Roof (MUST BID ON SPEC 103 ABOVE)	102	1800	1	\$7,450.60	\$7,450.60
	<i>Total H304(ALT)</i>				\$23,647.65	

ATTACHMENT A
BID WORKSHEET
City of Bunnell Residential Construction
Mitigation Program (RCMP)
ITB No. 2017-02

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 Fill in pricing in highlighted column, preferably electronically.)

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NAME OF BUSINESS:	Florida Retrofits, Inc.
CONTACT PERSON:	James Cody Thomas
EMAIL ADDRESS:	<u>cody@floridaretrofits.com</u>
AUTHORIZED SIGNATURE:	

Address	Item/Spec	Spec #	Size/Approx. Sq.Ft.	Qty	Unit Price	Extended Price
M12190	Accordion Shutters at Windows	302	N/A	16	\$623.40	\$9,974.40
	Accordion Shutters at Doors	303	N/A	1	\$895.30	\$895.30
	Exterior Door	300	N/A	2	\$995.00	\$1,990.00
	Straps/Clips	110	N/A	1	\$4,437.70	\$4,437.70
	Gable Ends	108	N/A	2	\$625.00	\$1,250.00
	Gable Vents	400	N/A	1	\$300.00	\$300.00
	Skylights	109	N/A	1	\$1,102.00	\$1,102.00
Total M12190					\$19,949.40	

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. James Cody Thomas	
	2 Business name/disregarded entity name, if different from above Florida Retrofits, Inc.	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 2840 Kirby Circle #3	Requester's name and address (optional)
	6 City, state, and ZIP code Palm Bay, FL 32905	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	5		-	5	2	1	0	3 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of
U.S. person ▶

Date ▶

2-28-17

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Florida Retrofits Inc. CBC1259135
 Cody Thomas
 321-474-6578
 2840 Kirby Cir Unit 3
 Palm Bay, FL 32908
 (877) 659-8354
 cody@floridaretrofits.com
 http://www.floridaretrofits.com

Estimate
 B209

ADDRESS
Veronica Biles 209 N. Palmetto Street Bunnell, FL 32110

SHIP TO
Veronica Biles 209 N. Palmetto Street Bunnell, FL 32110

ESTIMATE #	DATE
54271	02/23/2017

ACTIVITY	QTY	RATE	AMOUNT
Accordion Shutters for windows Accordion shutters will be installed over all windows All shutters will be impact rated and pass TAS 201, 202, and 203 tests Operation will be demonstrated to the homeowner	9	786.60	7,079.40
Accordion Shutters for Doors Accordion shutters will be installed over the front and side door All shutters will be impact rated and pass TAS 201, 202, and 203 tests Operation will be demonstrated to the homeowner	2	598.60	1,197.20
Impact Exterior Door Patio access door Remove existing exterior door and frame Remove interior and exterior trim Detach and reset door lock set Install new impact rated outswing exterior door White 6 panel without glass The door will be rated for the TAS 201, 202, and 203 tests Install new interior and exterior trim Caulk and paint trim	1	995.00	995.00
(SWVSCB) Single Wrap Credit Remove existing vinyl soffit (where required) Install Simpson straps (where required) Attach Strap To Block Using approved fasteners Attach Face of Strap Using approved fasteners Attach Back of Strap Using approved fasteners Rinse and Install Existing Soffit Clean Work Area	100	22.35	2,235.00
Column Repair Install Simpson ABU 44 post base Anchor to foundation using 5/8" bolt Simpson Coral Strap will be used at post to header Secure with non-corrosive nails Paint and seal column	4	585.60	2,342.40

ACTIVITY	QTY	RATE	AMOUNT
Mule-Hide	24	415.00	9,960.00
Remove shingles on low slope			
Renail decking to code			
Install new drip edge			
Install new adhesive base sheet			
Install new adhesive cap sheet			
Replace pipe boots			
Replace ridge vent			
Clean work area			
Please contact us as soon as possible to schedule your retrofit job. We look forward to working with you.		TOTAL	\$23,809.00

Accepted By

Accepted Date

Stella Gurnee

From: Heather Wilson <hwilson@flaglercounty.org>
Sent: Thursday, March 09, 2017 8:55 AM
To: Stella Gurnee
Subject: FW: Bunnell Preliminary Bid Eval

-Heather Wilson, MPH, CPH
Emergency Management Mitigation Planner/ RCMP Manager
Flagler County Board of County Commissioners
1769 East Moody Blvd. Bldg 2
Bunnell, Florida 32110
Office: (386) 313-4265
hwilson@flaglercounty.org



From: Beynart, Brianna [<mailto:Brianna.Beynart@em.myflorida.com>]
Sent: Thursday, March 09, 2017 8:23 AM
To: Heather Wilson; Pettus, Jason
Subject: RE: Bunnell Preliminary Bid Eval

Great news!!!

Sincerely,
Brianna Beynart
FDEM-HLMP
(850) 815-4516

From: Heather Wilson [<mailto:hwilson@flaglercounty.org>]
Sent: Thursday, March 9, 2017 8:20 AM
To: Beynart, Brianna <Brianna.Beynart@em.myflorida.com>
Subject: RE: Bunnell Preliminary Bid Eval

Also,

We got clarification and a revised bid estimate for the Biles209 home, at \$23,809.00!

With that, we are going to be able to do it as the 7th home!

File Name Reference	Property ID Number	PIS ESTIMATE	CONSTRUCTION BID
---------------------	--------------------	-----------------	---------------------

Robinson801	RCMP2016-002-002	\$19,013.00	\$25,489.00
Paradise700	RCMP2016-002-003	\$17,075.00	\$21,520.84
Emanuel308	RCMP2016-002-004	\$16,418.00	\$17,888.60
Smith813	RCMP2016-002-005	\$24,250.00	\$24,249.55
Biles209	RCMP2016-002-006	\$20,620.00	\$23,809.00
Bubba127	RCMP2016-002-007	\$17,050.00	\$18,285.15
Buckles601	RCMP2016-002-008	\$22,500.00	\$27,578.20
Havens304	RCMP2016-002-009	\$20,142.00	\$23,647.65
Millican12190	RCMP2016-002-012	\$16,350.00	\$19,949.40

-Heather Wilson, MPH, CPH

Emergency Management Mitigation Planner/ RCMP Manager

Flagler County Board of County Commissioners

1769 East Moody Blvd. Bldg 2

Bunnell, Florida 32110

Office: (386) 313-4265

hwilson@flaglercounty.org



From: Beynart, Brianna [<mailto:Brianna.Beynart@em.myflorida.com>]

Sent: Wednesday, March 08, 2017 11:06 AM

To: Heather Wilson

Subject: RE: Bunnell Preliminary Bid Eval

Great! Thanks for the update!!!

Sincerely,

Brianna Beynart

FDEM-HLMP

(850) 815-4516

From: Heather Wilson [<mailto:hwilson@flaglercounty.org>]

Sent: Wednesday, March 8, 2017 11:04 AM

To: Pettus, Jason <Jason.Pettus@em.myflorida.com>; Beynart, Brianna <Brianna.Beynart@em.myflorida.com>

Subject: RE: Bunnell Preliminary Bid Eval

So, I just got back from the bid evaluation meeting with the City of Bunnell, and they are going to go forward with the 6 yellow homes that are under the BCA waiver amount. They are also going to ask the contractor about the pricing on the Biles209 home, since it is less than \$500 over the BCA amount, and if the contractor clarifies something about the pricing that brings the total amount under the waiver, we are going to try to move forward on that one as well.

Since the bid award won't go before the commission until the 27th, there is time to get that clarification without holding up the 6 yellow homes, and might be able to get a 7th included! ☺

-Heather Wilson, MPH, CPH

Emergency Management Mitigation Planner/ RCMP Manager
Flagler County Board of County Commissioners

1769 East Moody Blvd. Bldg 2

Bunnell, Florida 32110

Office: (386) 313-4265

hwilson@flaglercounty.org



From: Pettus, Jason [<mailto:Jason.Pettus@em.myflorida.com>]

Sent: Tuesday, March 07, 2017 2:29 PM

To: Heather Wilson

Cc: Beynart, Brianna

Subject: RE: Bunnell Preliminary Bid Eval

Heather,

Do the yellow for sure. Let's get those moving. Do we know why the red are so in the red? Is it a square footage issue?

Jason

From: Beynart, Brianna

Sent: Tuesday, March 07, 2017 2:21 PM

To: Pettus, Jason <Jason.Pettus@em.myflorida.com>

Subject: FW: Bunnell Preliminary Bid Eval

Importance: High

Sincerely,

Brianna Beynart

FDEM-HLMP

(850) 815-4516

From: Heather Wilson [<mailto:hwilson@flaglercounty.org>]

Sent: Tuesday, March 7, 2017 11:27 AM

To: Beynart, Brianna <Brianna.Beynart@em.myflorida.com>

Subject: Bunnell Preliminary Bid Eval

Importance: High

Brianna,

Looking over the pricing as a whole give the following. Unfortunately, all but one exceed the PIS estimate, but moreover, I have highlighted three in red, as they exceed the \$24,290 waiver threshold per home. The straps and column

mitigation all came in much higher than anticipated, but the pricing itself is in line with what the Flagler Beach and County bids were like, so what do you suggest? At this point in the timeline, I don't think we have enough time to really put them all back out to bid, but what do you think about going forward with the yellow (within BCA waiver amount) homes? Of the three red ones, we would only have enough money left to do two of them, IF we could get the pricing down to the BCA waiver threshold, but if we go back out to bid on them, there's no guarantee that the pricing will be any better... we can hope, but there's the rub. Also, if we do go back out to bid on them, will there be enough time to get those two homes done, starting even later?

What are your ideas/suggestions on this? Or Jason's? I hate to have to ask this, but would it be better to move forward on the yellow homes, and not expend the full grant amount, rather than risk not finishing on time?

File Name Reference	Property ID Number	PIS ESTIMATE	CONSTRUCTION BID	Prelim Bid Eval Comments
Robinson801	RCMP2016-002-002	\$19,013.00	\$25,489.00	Over BCA threshold
Paradise700	RCMP2016-002-003	\$17,075.00	\$21,520.84	
Emanuel308	RCMP2016-002-004	\$16,418.00	\$17,888.60	
Smith813	RCMP2016-002-005	\$24,250.00	\$24,249.55	Under by 0.45!
Biles209	RCMP2016-002-006	\$20,620.00	\$24,769.00	Over BCA threshold
Bubba127	RCMP2016-002-007	\$17,050.00	\$18,285.15	
Buckles601	RCMP2016-002-008	\$22,500.00	\$27,578.20	Over BCA threshold
Havens304	RCMP2016-002-009	\$20,142.00	\$23,647.65	
Millican12190	RCMP2016-002-012	\$16,350.00	\$19,949.40	

-Heather Wilson, MPH, CPH

Emergency Management Mitigation Planner/ RCMP Manager

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Bunnell, Florida 32110

Office: (386) 313-4265

hwilson@flaglercounty.org



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Flagler County Board of County Commissioners and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.



City of Bunnell, Florida

Agenda Item No. H.3.

Document Date: 3/17/2017 Amount: N/A
Department: Public Works and Parks/Rec Account #: N/A
Subject: Discussion for qualifying the installation of residential/municipal street speed bumps
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Southside Traffic Monitoring Summary	Report

Summary/Highlights:

Commissioner Robinson is seeking the installation of speed bumps or humps on Hymon Circle due to local citizen complaints.

Background:

The Commission should discuss the speed bumps or humps to be located on Hymon Cir, Booe St., ML King Ave., and Drain St. Staff was tasked to study these locations for a speed control device. Results are attached.

There have been no speed humps or extra traffic control devices budgeted within FY2016-17. Possibly rescheduling planned pothole and road repair, may allow some available funding from account 001.0541.541.5300. As a temporary measure, we currently are recommending the installation of additional stop signs.

Staff Recommendation:

Install traffic control devices on Booe St., ML King Ave., and Drain St. for FY2017-18, and not to install any speed control devices on Hymon Cir. as the average speed limits were 15.5mph with no speeds exceeding 35mph. Suggest Staff budget for extra control devices such as speed humps in the FY2017-18 budget.

City Attorney Review:

Finance Department Review/Recommendation:

Since there is currently no budgeted funds for speed bumps, recommend following staff's recommendation above.

Southside Traffic Monitoring Summary

Street: **Booe**

Total trips (both directions): 8096

Average speed: 16 mph

Within speed limit: 6954 85.90%

Over 25 mph: 996 12.30%

Over 35 mph: 116 1.50%

Over 45 mph: 25 .30%

Over 55 mph: 5 <.10%

Street: **Martin L. King Jr.**

Total trips (both directions): 7786

Average speed: 20 mph

Within speed limit: 5775 74.17%

Over 25 mph: 1827 23.40%

Over 35 mph: 165 2.10%

Over 45 mph: 18 .23%

Over 55 mph: 1 <.10%

Street: **Drain**

Total trips (both directions): 3733

Average speed: 18.5 mph

Within speed limit: 2870 76.88%

Over 25 mph: 775 20.76%

Over 35 mph: 77 2.06%

Over 45 mph: 9 .24%

Over 55 mph: 2 >.05%

Street: **Hymon Circle**

Total trips (both directions): 3355

Average speed: 15.5 mph

Within speed limit: 3166 94.36%

Over 25 mph: 185 5.51%

Over 35 mph: 4 >.11%

Over 45 mph: 0

Over 55 mph: 0

Each street was studied for a full week.

Data is compiled from traffic going both directions on the studied street.



City of Bunnell, Florida

Agenda Item No. H.4.

Document Date: 3/15/2017 Amount: Approximately \$34,192 annually
Department: Human Resources Account #: Various
Subject: Request Approval of the Proposed Health Insurance Renewal Contract
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Renewal Proposal	Exhibit
Florida Health Care Plans contract	Contract

Summary/Highlights:

This request is to approve the proposed Health Insurance Renewal Contract with Florida Health Care Plans. This renewal represents a 10% increase across the board.

Background:

Although the City experienced a higher medical loss ratio again this past year we are still making every effort to encourage staff to seek the best value for their healthcare dollars and hopefully take advantage of the many preventative care programs offered, such as free gym memberships, smoking cessation help, weight and diabetes management, nutrition guides and many other health and wellness programs. While this progress is slow, it has started to gain momentum in the last few months.

The City's HR Administrator is implementing a major health initiative this year by offering lunch and learn programs to help staff learn of the many preventative programs available. This initiative should assist with lowering cost by helping staff to take advantage of the many extended hours and convenient locations of the Wellness Centers, and the Doctor on Demand Program, thereby reducing the expensive costs to use the emergency room.

Staff Recommendation:

Approval of the contract with Florida Health Care.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

The current fiscal year budget has a planned 10% increase in May 2017. Recommend approval of contract.



City of Bunnell

Health Renewal

05/01/17

Group #704



City of Bunnell

05/01/17

Group #704

Thank you for being part of the four million plus Florida residents covered either by Blue Cross of Florida or Florida Health Care Plans. We look forward to continuing our business relationship by providing viable Health Solutions to you and your employees.

We have reviewed the factors that affect the cost of your group health benefits program. The rates assume that your group does not qualify as a Small Group according to Section 727.6699, Florida Statutes. In the event that your group has 50 or fewer eligible employees, (employees who work 25 hours or more per week), please contact our office immediately.

To continue your group health benefits and to provide for a smooth flow of claims processing without interruption for your covered employees and their covered dependents, please complete and sign the Enrollment Summary and return it by the 15th of the month prior to your renewal date. If you do not return this documentation prior to your group's anniversary date, your coverage will end as of your scheduled anniversary date.

If you decide to change to an alternative plan design in the renewal package, a new True Group Application must be signed and returned 15 days prior to your anniversary date in order to ensure a smooth transition.

Under the Health Insurance Portability and Accountability Act (HIPAA) your group is required to hold an annual open enrollment. Your group's open enrollment period will begin 30 days prior to your anniversary date. Eligible employees and their eligible dependents who have satisfied their waiting period can enroll during the open enrollment period.

Thank you for the opportunity to serve you and your employees. We value your company's business and look forward to working with you in the future.

Belinda Ross

Mid-Market Account Executive

City of Bunnell

High Cost Claims

Division(s):	All
Plan(s):	All
Location Code:	All
Threshold:	\$5,000.00
Current Service Date:	10/01/15 to 09/30/16
Current Paid Date:	10/01/15 to 12/31/16

Principal Diagnosis Description	Paid
Unilateral Primary Osteoarthritis Hip/Allergic Rhinitis/Acute Bronchospasm	\$35,891.00
Bilateral Osteoarthritis Knee/Myalgia-Myositis/Idiopathic Chronic Gout	\$33,025.00
Morbid Obesity/Gastritis/Hyperlipidemia/Bilateral Osteoarthritis Hip/Edema	\$28,213.00
Calc Gall w-Acute Chol/Perforation Tympanic Membrane/Cholesteatoma	\$23,209.00
Migraine/Fibromyalgia/Diplopia/Calc Kidney/Impingement Syn Shoulder	\$23,091.00
Umbilical Hernia/Thoracic-lumbosacral Neuritis-Radiculitis/Allergic Rhinitis	\$7,813.00
Varicose Veins Lower Extremities/Chronic Kidney Dis Stg 1/Iron Def Anemia	\$6,305.00
Hemorrhage Anus & Rectum/Gastro-Esophageal Reflux Disease/Melena	\$5,030.00
Total	\$162,577.00

Rates Include Vision & Wellness Riders

City of Bunnell

Renewal Date: 5/1/2017 thru 4/30/2018

Renewal Date: 5/1/2017 thru 4/30/2018	Current:	Renewal:	Current:	Renewal:	Current:	Renewal:
Plan Type	HMO	HMO	HMO	HMO	T02 - Triple Option	
Plan Code	T23	T23	T66	T66	T02 - Triple Option	
Annual Deductible Individual Family	\$0	\$0	\$250 \$750	\$250 \$750	In Network Option 1	Option 2
Co-Insurance (Mbr Pays)	15%	15%	10%	10%	Option 3	In Network Option 1
Annual Out-of-Pocket Expense Limit Individual Family	\$2,500 \$5,000	\$2,500 \$5,000	\$3,000 \$6,000	\$3,000 \$6,000	\$250 \$500	\$500 \$1000
Well Baby Care & Child Health Supervision Visits	Covered In Full	Covered In Full	Covered In Full	Covered In Full	\$2500 \$5000	\$4000 \$8000
Annual Adult Physical Health Screening	Covered In Full	Covered In Full	Covered In Full	Covered In Full	\$2500 \$5000	\$2500 \$5000
Annual Well Women's Assessment	Covered In Full	Covered In Full	Covered In Full	Covered In Full	\$4000 \$8000	\$2500 \$5000
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Therapeutic Injections/Infusions of Medication	15% Coins	15% Coins	Ded & Coins	Ded & Coins	Covered In Full	Covered In Full
PCP OV	\$10	\$10	\$20	\$20	Ded & Coins	Ded & Coins
Specialist OV	\$20	\$20	\$35	\$35	Ded & Coins	Ded & Coins
In-Patient	\$200	\$200	Ded & Coins	Ded & Coins	\$200	\$200
Outpatient Surgery					NA	NA
Ambulatory Surgical Center Facility	Covered In Full	Covered In Full	Ded & Coins	Ded & Coins	Covered In Full	Covered In Full
Outpatient Hospital Facility Services (per visit)					NA	NA
Emergency Room Visit	\$75	\$75	100	100	Same as In-Network	Same as In-Network
Urgent Care Visit	\$25	\$25	\$50	\$50	Same as In-Network	Same as In-Network
Lab & X-Ray	Covered In Full	Covered In Full	\$0 (Lab); \$35 (X-Ray)	\$0 (Lab); \$35 (X-Ray)	NA	NA
Advanced Imaging	Covered In Full	Covered In Full	150	150	NA	NA
Durable Medical Equipment	15% Coins	15% Coins	Ded & Coins	Ded & Coins	15% Coins	15% Coins
PHARMACY	Pharmacy Copays Included in Medical OOP Maximum		Pharmacy Copays Included in Medical OOP Maximum		Pharmacy Copays Included in Medical OOP Maximum	
Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access.	FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A		FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A		FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A	
Formulary Preferred Generic	FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15		FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15		FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15	
Formulary Non-Preferred Generic	FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35		FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35		FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35	
Formulary Preferred Brand	FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60		FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60		FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60	
Formulary Non-Preferred Brand					All nationwide Walgreens are available at any time	
RATES						
Single	\$580.56	\$638.01	\$510.43	\$563.01	\$659.41	\$726.74
EE & Child(ren)	\$1,126.29	\$1,237.74	\$990.24	\$1,092.23	\$1,279.26	\$1,409.88
EE & Spouse	\$1,126.29	\$1,237.74	\$990.24	\$1,092.23	\$1,279.26	\$1,409.88
Family < 7 Members	\$1,387.54	\$1,524.84	\$1,219.93	\$1,345.59	\$1,576.00	\$1,736.91
Family 7 + Members	\$1,387.54	\$1,524.84	\$1,219.93	\$1,345.59	\$1,576.00	\$1,736.91

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Subs:	Monthly Premium:	Monthly Premium:	Subs:	Monthly Premium	Monthly Premium
Single	8	\$4,644.48	\$5,104.06	34	\$17,354.70	\$19,142.24	2	\$1,318.83	\$1,453.48
EE & Child(ren)	0	\$0.00	\$0.00	1	\$990.24	\$1,092.23	0	\$0.00	\$0.00
EE & Spouse	0	\$0.00	\$0.00	3	\$2,970.72	\$3,276.70	0	\$0.00	\$0.00
Family < 7 Members	1	\$1,387.54	\$1,524.84	1	\$1,219.93	\$1,345.59	0	\$0.00	\$0.00
Family 7 + Members	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Totals:	9	\$6,032.02	\$6,628.90	39	\$22,535.59	\$24,856.76	2	\$1,318.83	\$1,453.48

Total Annual Premium:	\$72,384.29	\$79,546.82	\$270,427.11	\$298,281.11	\$15,825.93	\$17,441.76
Percent Change:		10%		10%		10%
		Renewal		Renewal		Renewal

Total Current Annual Premium:	\$88,210.22
Total Renewal Annual Premium:	\$96,988.58
% Difference in Annual Premium:	10%

This document should be used only for plan pricing. The benefits are for illustrative purposes only. FHCP is not responsible for errors or omissions included in these benefit illustrations. Please refer to SBC's to verify actual benefits.

March 10, 2017

Dear Benefits Manager,

It is Florida Health Care Plans' continued pleasure to provide health care coverage to **CITY OF BUNNELL**, employees.

FHCP is proud to once again claim top honors in the News-Journal Reader's Choice Award as the "Best HMO Around". This honor reflects our commitment to offer the highest quality medical care and service to our members' at the most affordable price.

FHCP strives to provide the most competitive rates available. Please be advised that the renewal rates for this organization were determined based on the cost factors for the current employee census. If the actual census or employees who participate in FHCP changes significantly, this could have a material impact on rates, either positive or negative. If based on actual enrollment, rates reflect a greater than 10% variance; FHCP reserves the right to make necessary adjustments.

I have attached the following contract documents for your group for this renewal period.

- FHCP Large Group Insurance Contract
- Employer Application
- Group Contract Information Page that provides the plan rates
- Applicable Rider(s)
- Summary of Benefit and Coverage (SBC) Document(s)

Please confirm the **CITY OF BUNNELL'S** acceptance of FHCP coverage by:

- 1) Reviewing and signing the attached FHCP Large Group Insurance Contract.
- 2) Completing and signing the attached Employer Application.
- 3) Reviewing and signing the attached Group Contract Information page.

Please return these documents to me **as soon as possible**, along with your member enrollment spreadsheet or applications. You can scan and email the signed contract documents to jen.ferreira@bcbsfl.com or fax them to me at 386-676-7119.

If you have any questions, please feel free to contact me at 386-615-5076, or **John Bierworth**, your Account Management Specialist at **386-615-5073**.

Sincerely,

Jen Ferreira, Sales Coordinator

Attachments

**FLORIDA HEALTH CARE PLAN, INC.
1340 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117**

Group Insurance Contract
(herein called the Contract)

Florida Health Care Plan, Inc., (hereinafter called FHCP), agrees to provide the health care services described under the provisions of the Group Plan as further described in the applicable Certificate of Coverage, Schedule of Benefits, and other applicable documents, to all Covered Employees of the Employer and their Covered Dependents. The provision of services is subject to all of the terms on this page and those that follow, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Group Plan.

The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

This Group Plan is issued in consideration of the application of the Employer and payment of Premium in advance by the Employer at FHCP's corporate office in Holly Hill, FL 32117

This Group Plan is effective on the Group Effective Date shown on the Group Plan Information Page. The first Premium covers the period starting on the Group Effective Date.

The parties hereto have caused this Agreement to be executed by their duly authorized officers or agents.

FLORIDA HEALTH CARE PLAN, INC.

By:  Date: _____
CFO/Associate CEO

GROUP / EMPLOYER

By: _____ Date: _____
Authorized Representative

Company Name

Group #: _____ Effective Date _____

1. Responsibilities of the Employer

The Employer acknowledges that is eligible for the health care coverage provided under this Group Plan by virtue of being an Employer, as defined in the Florida Statutes and applicable law, at the time this Group Plan is issued. The Employer shall offer to all eligible employees the opportunity to become a Covered Employee under this Group Plan. Such offer shall be made in such a fashion that employees are made aware, and understand, that this Group Plan contains a benefit structure that may require the use of a Primary Care Physician and/or Participating Providers.

The Employer shall pay FHCP the applicable Premium as further described herein. The Employer may require an employee to pay some portion of the Premium. However, the Employer must contribute the same percentage toward the cost of all health benefit plans established and maintained by the Employer.

2. Responsibilities of FHCP

In consideration of the payment of Premium by the Employer, FHCP shall provide coverage for Covered Employees and, if applicable, their Covered Dependents. In doing so, FHCP may enter into agreements with providers of health care, one or more other Group Policies or insurers and such other individuals and entities as may be necessary to enable FHCP to fulfill its obligations under this Group Plan.

FHCP agrees to provide coverage without discrimination because of race, color, national origin, age, disability, religion, or sex or any other basis prohibited by law.

3. Employee Eligibility

Subject to any Eligibility Exceptions noted on the Group Plan Information Page or other applicable documents, an individual becomes eligible for coverage on the date they complete any applicable waiting period established by the Employer, as shown on the Group Plan Information Page or other applicable documents. The waiting period is the length of time an employee must wait before becoming eligible for coverage.

If an eligible person is currently covered under any other Plan issued by FHCP, or any other health benefit plan established and maintained by the Employer, they will not be considered eligible for coverage under this Group Plan.

4. Commencement of Coverage

On the Group Plan Effective Date as shown on the Group Plan Information Page, FHCP agrees to provide the coverage stipulated in this Group Plan, Certificates of Coverage, Schedule of Benefits, and other applicable documents to all Covered Employees and, if applicable, their Covered Dependents, if any. Such coverage begins on the Covered Person's effective date, which will be the first of the month after the receipt and approval of the application by FHCP, unless this Group Plan specifies a date other than the first of the month (See Special Enrollees, Late Enrollees, and Dependent Effective Date provisions of the Certificate of Coverage). FHCP accepts no liability for benefits related to expenses incurred prior to the Covered Person's effective date or after the Covered Person's termination date, which will be on the last day of the coverage month, except as described in the Extension of Benefits provision or as specified in the Terms of Renewal and Termination provisions.

5. Minimum Participation Requirements

Employer must maintain a minimum enrollment agreed upon by FHCP. If these participation requirements are not satisfied, FHCP reserves the right to terminate this Group Plan after giving the Employer forty-five (45) days written notice prior to the Group's anniversary date.

FHCP reserves the right to request evidence of employee and dependent coverage under other plans to verify eligibility and compliance with this Provision.

6. Termination of this Plan by the Employer

The Employer may terminate this Group Plan as of any Premium due date and should give FHCP at least forty-five (45) days prior written notice. In such event, no benefits will be provided on or after such termination date, except as specifically set forth in this Group Plan.

7. Termination of this Plan by FHCP

FHCP may terminate this Group Plan as of any Premium due date if the Employer has not paid the entire required Premium by the end of the Grace Period as set forth herein. However, if the Employer has given FHCP prior written notice in advance of an earlier date of termination, this Group Plan will terminate as of that earlier date. The Employer is liable to FHCP for any unpaid Premium for the time the Group Plan was in force, or for any amounts otherwise due FHCP.

If the Group's coverage is terminated for any reason set forth in this Group Plan, FHCP will mail the Employer a written notification that this Group Plan has terminated. This notification will disclose the date of termination and the reason(s) for termination. It is the Employer's obligation to immediately notify each Covered Person of any such termination.

8. Terms of Renewal

This Group Plan is a guaranteed renewable Plan. This means the Plan renews each year on the Group Plan Anniversary Date shown on the Group Plan Information Page. FHCP guarantees the Employer the right to renew the Group Plan each year, at the Employer's option, with the exception of non-payment of Premium or loss of eligibility. FHCP will give the Group at least forty-five (45) days advance written notice of our intent to non-renew this Group Plan, if one of the following circumstances has occurred:

- A. The Employer fails to timely pay Premium or contributions in accordance with the terms of this Group Plan;
- B. The Employer fails to comply with material provisions of this Group Plan which relates to rules for contribution or participation;
- C. FHCP ceases offering this Plan to all policyholders;
- D. The Employer and enrollees no longer work or reside in the service area of FHCP or in the area in which FHCP is authorized to do business;
- E. The Employer has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of this Group Plan;
- F. FHCP is required to by applicable law.

9. Discontinuance of this Plan

FHCP may discontinue offering this particular Group Plan if:

- A. FHCP provides at least ninety (90) days notice to each policyholder and to participants

- and beneficiaries covered under the Plan prior to renewal; and
- B. FHCP offers each policyholder the option to purchase other coverage currently being offered by FHCP.

10. Discontinuance of all Coverage in the Group Market

FHCP may discontinue offering all coverage in Florida if:

- A. We provide notice to the Office of Insurance Regulation (hereinafter called Office) and each Employer and enrollee 180 days prior to renewal; and
- B. All health coverage issued or delivered for issuance in Florida is discontinued and coverage under such health coverage is not renewed.

11. PREMIUM.

Employer shall pay FHCP Premium for services rendered in accordance with this Agreement.

- A. **Premium:** means any payments or amounts required by a health contract for coverage, by whatever name called. This includes but is not limited to any monthly subscription fee.
- B. **Premium Due Date**
After the Group Effective Date shown on the Group Plan Information Page, the Premium due date will be the first day of each month.
- C. **Payment of Premium**
The first Premium payment is due on the Effective Date shown on the Plan Information Page. Each following Premium payment is due monthly unless the Employer and FHCP agree on some other method and/or frequency of payment. Premium payments should be sent to FHCP's home office or the billing address provided by FHCP.

12. The Grace Period

This Plan has a 10-day grace period. A grace period means that if any required Premium is not paid on or before the date it is due, it may be paid during the grace period immediately following that Premium due date. During the grace period, the Plan will stay in force. The grace period does not apply to the Premium due on the Effective Date, or if the Employer has given FHCP written notice that the Plan is to be terminated prior to the Premium due date. If the Premium is not paid by the end of the grace period, the Plan may terminate as of the date the payment was due. Any late payment penalties are subject to Department of Insurance approval.

13. Monthly Premium Statement

FHCP will prepare a monthly statement of the Premium due on or before the Premium due date. This monthly statement will also reflect any pro rata Premium charges and credits resulting from changes in the number of Covered Persons and changes in the amounts of coverage that took place in the previous month. If a Covered Person becomes ineligible for coverage under this Group Plan for any reason, the Employer shall, if possible, provide FHCP with prior written notice of such ineligibility. However, in any event, written notice of such ineligibility shall be provided by the Employer to FHCP no later than thirty (30) days after such ineligibility. In the event that notice of termination of a Covered Person, or a decrease in coverage, is received by FHCP more than one month after the termination or decrease, retroactive credit will be limited to premium paid after date of termination or decrease in coverage.

FHCP's billing cycle in accordance with FHCP policies and procedures.

14. Simplified Accounting

Premium adjustments will be made on the monthly Premium statement date that is the same as or next follows the date:

- A. A person becomes covered;
- B. The amount of coverage on a Covered Person changes, but not due to a revision of the coverage plan; or
- C. A person ceases to be covered.

15. Changes in Premium

No change in Premium rates will be made for the first twelve (12) months that this Group Plan is in effect. A change in Premium rates will not be made more often than once in a twelve (12) month period. FHCP will give the Employer written notice of any changes in Premium rates at least thirty (30) days prior to the Group's renewal date.

16. Incorrect Premium Payment

Any Premium adjustment made due to the correction of an error in the Premium payment will be made without interest on the next Premium due date after the facts are made known to FHCP.

17. Entire Plan

The entire agreement is made up of this document, the Employer's application for coverage, Certificate of Coverage, Schedule of Benefits, and any amendments, riders, or certificates attached hereto along with the applications for all Covered Employees and their covered dependents, or any other documents mutually agreeable by both FHCP and Employer to be incorporated herein. All statements made by the Employer or by a Covered Employee are considered to be representations, not warranties. This means that the statements are considered to have been made in good faith. No such statement will void this Plan, reduce the benefits it provides, or be used in defense to a claim for coverage unless it is contained in a written application and a copy is furnished to the person making such statement.

18. Time Limits for Certain Defenses

After two years from the effective date of this Plan, no misstatement made by the Employer, except a fraudulent misstatement made in the Employer's application for this Plan, may be used to void this Plan. After two years from a Covered Person's effective date, no misstatement made by the Covered Person, except a fraudulent misstatement on his or her application, may be used to deny a claim for any benefit which begins after the end of the two- year period from the Covered Person's effective date.

19. Employer as FHCP's Agent for Limited Purposes

The Employer is considered to be an agent of FHCP only for the following purposes:

- A. Collecting employee enrollment information;
- B. Collecting any required employee contribution; and
- C. Giving out Certificates of Coverage or other coverage information to the Covered Employees.

20. Administration

The Employer must provide FHCP with the information it needs to administer this Group Plan and to compute the Premium due. Failure of the Employer to provide this information will not void or continue a Covered Person's coverage. FHCP has the right to examine the Employer's records on any issues necessary for the proper administration of this Group Plan at any reasonable time while this Group Plan is in force.

21. Financial Responsibilities of the Employer

FHCP reserves the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Recovery efforts will relate to benefit payments made for services or supplies rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination by the Employer. The Employer shall cooperate with and support such recovery efforts.

In the event that the Employer does not comply with the notice requirements set forth in the Premium Statement section, the Employer shall be solely liable to FHCP to the extent of any payment made on behalf of such individual for services or supplies rendered subsequent to the date notice of a Covered Person's termination was due.

22. Certificates of Coverage

FHCP will issue Certificates of Coverage for each Covered Employee. The certificate will describe the benefits provided and the limitations of this Group Plan. Nothing in the certificate will change or void the terms of this Group Plan.

The Employer agrees that, if requested by FHCP, the Employer will distribute to Covered Persons, the Certificate of Coverage and any amendments or endorsements to it, other coverage materials and notices applicable to all or any Covered Persons.

23. Changes to this Group Plan

FHCP may change this Group Plan from time to time as required by applicable state and federal laws and subject to Office approval. No change to this Group Plan will be effective unless made by an amendment or rider that has been signed by an officer of FHCP. No agent may change this Group Plan or waive any of its provisions.

If FHCP increase the cost share for any benefit or delete, amend or limit any of the benefits to which a Covered Person is entitled to under this plan, We will give the Group forty-five (45) days written notice prior to renewal. The Group will not be notified if benefits are increased or if the Group requests any changes, deletions or limitations.

24. Misstatements

If information about a Covered Person is misstated, FHCP may adjust the Premium to correctly reflect the true information. If the misstatement affects the amount of the Covered Person's coverage, the true information may be used to determine the correct amount of coverage.

25. Worker's Compensation

This Plan does not affect or take the place of Workers' Compensation.

26. Assignment

Neither this Plan, nor the benefits provided under this Plan, may be assigned except as otherwise specifically described in this Plan.

27. Certificate of Coverage Provisions made part of this Group Plan

The remainder of the Group Plan consists of the provisions shown in the Certificate of Coverage issued to Covered Employees under this Group Plan. These provisions are made a part of the Group Plan. Amendments, if any, changing the provisions of the Certificate of Coverage are also made a part of the Group Plan.

28. Service Area

The Service Area shall consist of the counties in which FHCP is authorized to and licensed to do business.

29. Blue Cross Blue Shield Association

Subscriber, or Group Subscriber on behalf of itself and its participants hereby expressly acknowledges its understanding this policy/Agreement constitutes a contract solely between Subscriber and Florida Health Care Plans, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting Florida Health Care Plans to use the Blue Cross and/or Blue Shield Service Mark[s] in Florida and that Florida Health Care Plans is not contracting as the agent of the Association. Subscriber, or Group Subscriber on behalf of itself and its participants further acknowledges and agrees that it has not entered into this policy/Agreement based upon representations by any person other than Florida Health Care Plans and that no person, entity, or organization other than Florida Health Care Plans shall be held accountable or liable to Subscriber, or Group Subscriber for any of Florida Health Care Plans obligations to Subscriber, or Group Subscriber created under this policy/Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Florida Health Care Plans other than those obligations created under other provisions of this agreement.

EMPLOYER APPLICATION

PLEASE FORWARD COMPLETED APPLICATION TO:
FLORIDA HEALTH CARE PLANS, ATTN.: MARKETING DEPARTMENT, 1340 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117
IF YOU SHOULD HAVE ANY QUESTIONS, PLEASE GIVE US A CALL AT 386-676-7110 or 1-800-232-0578.

I. GROUP INFORMATION: (PLEASE PRINT)

Application and all necessary requirements must be received by the 15th of the month prior to effective date.

LEGAL GROUP NAME _____

"DOING BUSINESS AS" (DBA), IF DIFFERENT _____ GROUP NO(S). _____

STREET ADDRESS _____

CITY/STATE/ZIP _____ PHONE # _____

MAILING ADDRESS _____
(IF DIFFERENT FROM ABOVE)

CITY/STATE/ZIP _____ EMAIL _____

GROUP CONTACT PERSON _____ TITLE _____ FAX # _____

FEDERAL TAX ID# _____ NATURE OF BUSINESS _____ SIC# _____ EXCLUSIVE: ☐ Yes ☐ No

IF NO, OTHER CARRIER _____ AND # OF EMPLOYEES ENROLLED _____

WORKER'S COMP CARRIER _____

CURRENT CARRIER _____ EFFECTIVE DATE _____ TERM DATE _____

PRIOR CARRIER _____ EFFECTIVE DATE _____ TERM DATE _____

II(a). EMPLOYMENT DATA:

Number of employees choosing:	Number of employees:
HMO Coverage _____	Employed part-time _____
POS Coverage _____	Serving new hire period _____
Triple Option Coverage _____	Residing out-of-area _____
Waive Coverage _____	Retired _____
Total number of eligible employees: _____	Eligible for Cobra _____

II(b). ELIGIBILITY RULES:

- A. Employee must work _____ or more hours per week to be eligible.
- B. Retirees Covered: ☐ Yes ☐ No
- C. Eligibility Waiting Period: _____ of month following _____ days/months of eligible employment.
- D. Have you employed 20 or more employees for 20 weeks or more during the last calendar year? ☐ Yes ☐ No

III. COVERAGE SELECTION FOR ALL ELIGIBLE EMPLOYEES:

EFFECTIVE DATE _____ / _____ / _____ (mm/dd/yyyy)

EMPLOYER CONTRIBUTION TO FHCP: (MINIMUM 50% REQUIRED) SINGLE _____ % DEPENDENT _____ %

LARGE GROUP: (51+ employees)
50% Participation Required

PLAN CODE(S)
HMO _____
POS _____
Triple Option _____
HDHP _____

APPLICABLE RIDERS
☐ Dental
☐ Vision
☐ Pharmacy
☐ Wellness (Gym)
☐ WFW _____
☐ Other _____

SMALL GROUP COMPLETE
☐ One Life ☐ 2-50

☐ I reviewed state mandated plans available to small groups, I elect to choose other coverage for my business.

☐ Domestic Partnership Coverage

☐ Ceridian COBRA Administration (Available to groups with 20+ employees)

IV. AGENT INFORMATION:

AGENT NAME (please print) _____ E-mail Address: _____

STATE OF FLORIDA LICENSE NO. _____

EMPLOYER/AGENCY (if commissions are paid to entity) _____

ADDRESS _____

CITY / STATE / ZIP _____

PHONE # _____ FAX # _____

SIGNATURE _____ DATE _____

V. EMPLOYER CERTIFICATION:

The Employer named above hereby applies for Employer Group Health Benefit Plan membership in FHCP on behalf of its eligible members and their eligible dependents who elect to enroll in FHCP. If accepted, this Employer Enrollment Form, Employee Enrollment Forms, the executed FHCP Employer Group Health Benefit Plan Contract, and Certificates of Coverage for the selected benefit plan, constitute the entire Contract between the Group and FHCP. The Employer agrees to pay any and all monthly subscription fees associated with the coverage chosen for their employees. The Employer is a group employer and eligible for coverage under the applicable section of the Florida Statutes and approved by the Department of Financial Services. I certify that I have read the statements on this form or that they have been read to me, and that all the information was provided by me and is true and complete to the best of my knowledge. I understand that any material misrepresentation or material omission contained herein may be used to reduce or deny a claim or service or void the contract; I understand that no agent can modify this application, waive the answers to any questions, or suggest or complete the answers thereto. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

Company Name: _____

Authorized Person's Name: _____ Title: _____

Authorized Person's Signature: _____ Date: _____

FOR FHCP USE ONLY:	
MARKETING Commissions: <input type="checkbox"/> Yes <input type="checkbox"/> No Approved: _____ Date: _____	ENROLLMENT Group No: _____ Check No: _____ Plan Codes: _____ Approved By: _____ Rider Codes: _____ Date: _____ Amount Received: _____

CONTRACT INFORMATION PAGE

Employer Name: CITY OF BUNNELL

Group Number(s): 704

Group Plan(s): HMO(S) & Triple Option

Group Effective Date: 10/01/2005

Contract Anniversary Date: 05/01/2017

Eligibility Exceptions: N/A

Applicable Options:

- ☒ Vision Rider
☐ Dental Rider
☒ Pharmacy Rider \$3/10/30/55
☒ Ceridian COBRA Coverage
☒ WFW effective 06/01/2013 Co-pay \$5.00
☒ Wellness Rider (gym access) effective 05/01/12

Waiting Period: First of the month following 60 days of eligible employment.

Rate Schedule

Group Plan	HMO (T23)	TRIPLE OPTION (T02)	HMO (T66)	
Rx & Rx Code	\$3/10/30/55 Rx (G)	Expanded Rx (GT)	\$3/10/30/55 Rx (GH)	
Single	\$638.01	\$726.74	\$563.01	
SP w / any # Children	\$1,237.74	\$1,409.88	\$1,092.23	
Couple	\$1,237.74	\$1,409.88	\$1,092.23	
Family	\$1,524.84	\$1,736.91	\$1,345.59	

Florida Health Care Plan, Inc. (hereinafter called FHCP) agrees to provide the health care services described under the provisions of this Group Insurance Contract (herein called the Contract) and the FHCP Group Member Handbook (which by reference thereto is made a part thereof) for all Covered Employees of the Employer and their covered dependents. The provision of services is subject to all of the terms on this page, those that follow, and the FHCP Group Member Handbook, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Contract.

The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

The contract is issued in consideration of the application of the Employer and payment of subscription fees in advance by the Employer at FHCP's Holly Hill Facility. This Contract is effective on the Contract Anniversary Date shown above. The first subscription fees cover the period starting on the Contract Anniversary Date.

Signed for Florida Health Care Plan, Inc., at its facility in Holly Hill, Florida to take effect on the Contract Anniversary Date for delivery in the State of Florida.

BY:



David Schandel
CFO/Associate CEO
Florida Health Care Plans, Inc.

Jenevieve Ferreira

Witness

Date: 03/10/2017

BY:

Name: Catherine D. Robinson
Title: Mayor
Group Name: City of Bunnell

Witness

Date: _____

Triple Option Point of Service Rider

Florida Health Care Plans Group HMO Contract is hereby amended and supplemented by the terms and conditions of this Rider.

Nothing contained in this Rider will be held to vary, alter, waive, or extend any of the terms, conditions, provisions, exclusions or limitations of the Contract to which this Rider is attached, other than as specifically stated herein.

Additionally, this Rider in no way extends benefits beyond what has been stated in the HMO Contract (Certificate of Coverage and Summary of Benefit Coverage) in terms of specific service limits or benefit maximums. This Rider does not create any duplication of coverage or coordination of benefits contained in the FHCP Plan or any other Riders you may elect.

Please read this Rider carefully and keep it with your FHCP Plan Contract.

HOW THE TRIPLE OPTION Point of Service RIDER WORKS...

PLAN DESIGN

The “Triple Option” rider is designed to complement FHCP’s existing HMO benefit plans. FHCP members are still members of our HMO, but have the added benefit of choosing to have their care rendered, at the point of service, by an HMO provider (Option 1), an Expanded Physician Network provider (EPN-Option 2), or a non-participating provider (Option 3). With this rider, the plan is open access in that the member may self-refer to any provider.

OUT-OF-POCKET EXPENSE

A major feature of the Triple Option rider is that the amount of the member’s out-of-pocket expense (cost sharing) is determined by the member’s choice of provider at the point of service. Members choosing HMO providers will be responsible for the lowest cost sharing amounts. Members choosing Option 2 providers will be responsible for paying higher cost sharing. Members choosing Option 3 providers will pay the highest cost sharing in the form of higher deductibles and co-insurance and will also be at risk for non-participating providers fees that are in excess of allowable charges, commonly referred to as Balance Billing. Fees that are in excess of allowable charges are not a covered benefit and therefore do not apply to your deductible or annual out-of-pocket expense limit. These amounts can add up to considerable costs to members.

This Rider gives you options as described below:

OPTION 1

You can self-refer to any provider listed in FHCP’s HMO Participating Provider Network. When you go directly to one of these participating providers without a referral you will be responsible for cost sharing as noted in the attached Summary of Benefits and Coverage (SBC).

OPTION 2

You can self-refer to any provider listed as an FHCP Option 2 provider. When accessing an Option 2 primary care physician (PCP), you will be responsible for higher cost sharing as noted in the attached SBC. A deductible is not applied to Option 2 PCP visits. Visits to other Option 2 providers will require payment of a deductible and co-insurance per the attached SBC. Option 2 providers do not include facilities.

OPTION 3

You can self-refer to a non-participating provider not included in FHCP's HMO or EPN network without a referral. When you choose a physician, provider or hospital not covered under Option 1 or Option 2, you pay a portion of your medical expenses through a separate deductible and coinsurance. Certain benefit limitations apply. You will also be responsible for the portion of non-participating provider/hospital fees that are in excess of FHCP's allowable charges (balance billing). These charges can be significant. We recommend whenever possible that you check with out-of-network providers to determine fees in advance.

HMO Benefit	Additional Choices	
Option 1	Option 2	Option 3
Visit your PCP or self-refer to a provider in the HMO Network	Go directly to any Option 2 Provider. Option 2 Providers do not include facilities.	Go directly to a non-participating physician, facility or hospital outside the HMO or EPN.
<u>Cost to you:</u> Copay/Coinsurance, if any	<u>Cost to you:</u> Deductible and coinsurance or copayment	<u>Cost to you:</u> Higher Deductible, higher coinsurance and significant provider fees that are in excess of FHCP's allowable charges.

This Rider provides **separate** deductibles between Options 1, 2 and 3. Before FHCP will begin paying for Covered Services, a Member must satisfy the applicable Calendar Year Deductible which is set forth in the SBC.

PRIOR AUTHORIZATION

On certain occasions your treating physician may recommend specialized services by a provider or facility that are not available within our immediate HMO network. In this circumstance your treating physician may request these out-of-network services be provided at an HMO benefit rate. This request is referred to as PRE-AUTHORIZATION. Pre-Authorization requests require medical necessity and must be made PRIOR to your receiving any services. You or your requesting physician may contact Florida Health Care Plans Pre-Authorization division by calling (386-238-3215 or 1-800-729-8349/ Pre-Authorization Department for instructions. Services rendered without prior authorization will be covered at the out-of-network benefit level and subject to higher cost sharing.

Prior Authorization is required for certain injections and infusion therapy drugs administered in the physician's office. For a list of drugs requiring prior authorization please refer to FHCP's website at www.fhcp.com

PRE-ADMISSION REVIEW AND CERTIFICATION...

Pre-Certification of Services

While this is an open access plan, certain services must be pre-certified to avoid additional out-of-pocket expense for the member.

The following services must be pre-certified:

- Hospital Confinements
- Home Health Care
- Skilled Nursing Care
- Partial Hospitalization
- Outpatient Surgical Procedure
- Outpatient Rehabilitative Services

The member or his/her attending physician must contact FHCP at 386-238-3215 or 1-800-729-8349.

Pre-Admission Certification means the review to determine the number of days of Hospital Confinement which will be deemed to be Medically Necessary for the care or treatment of the Member's condition.

Certification Procedure...

- a. The Member or his/her attending Physician must contact Florida Health Care Plans at 386-238-3215 or 1-800-729-8349 as follows:
 1. at least ten days prior to the start of a Hospital Confinement, outpatient surgical procedures or invasive procedures to be performed in an Ambulatory Surgical Center or Hospital Outpatient Surgical Center or as soon as possible; or
 2. in the case of an emergency Hospital Confinement, within 48 hours or, as soon as it is reasonably possible to do so after the start of such confinement, not counting any day of a weekend or a legal holiday. For this purpose; Friday, Saturday, or Sunday will be deemed a day of the weekend.
 3. At least five days prior to the start of skilled nursing home admission; home health care and outpatient rehabilitative care.
- b. Upon receipt of such request Florida Health Care Plans will:
 1. determine the number of days of Hospital Confinement deemed to be Medically Necessary for the care or treatment of the Member's condition. Elective surgery may be certified as medically necessary but only to be performed on an outpatient basis;
 2. communicate the above data to the attending physician and/or the Hospital.
- c. The Member or his/her attending Physician may, at any time, ask Florida Health Care Plans, in writing, to re-evaluate or to extend the number of days of Hospital Confinement deemed by Florida Health Care Plans to be Medically Necessary for the treatment of the Member's condition.

Additionally, should you be unable to keep a scheduled appointment with a Non-Participating Provider, you must cancel the appointment within twenty-four (24) hours of the scheduled time. If you fail to notify the provider within this time frame, 100% of the cost of the service will be your responsibility.

DEFINITIONS...

Please refer to your Certificate of Coverage for specific definitions and a full description of covered benefits, exclusions, and limitations.

CLAIMS PROCEDURES...

Under this Rider, HMO and Option 2 providers will generally file claims for you.

If you go to a provider who does not participate, you may be asked to pay for health care services first, and file claims yourself for reimbursement from FHCP. In order to file a claim submit a copy of the bill and receipt to Florida Health Care Plans at P.O. Box 9910, Daytona Beach, FL 32120-9910.

Only those expenses related to covered benefits which are submitted as a claim to FHCP will be credited toward the Deductible or the Member's Annual Out-of-Pocket Expense Limit.

Reimbursement for Network Provider Services: Certain services require pre-authorization. FHCP will pay the Provider directly for all care received. The Member will not have to submit a claim for payment. Whenever HMO network services are utilized and FHCP's authorization procedure is followed, or Option 2 PCP services are utilized, HMO cost sharing will apply. Utilizing Option 2 providers without obtaining an FHCP authorization will result in benefits being paid at the Option 2 level.

In the event the Member requires Emergency Services and Care for an Emergency Medical Condition from a Non-Participating Provider while inside or outside the Service Area; or, if FHCP authorizes a referral of the Member to a Non-Participating Provider, and the Member is required to pay the Non-Participating Provider directly for such services, the Member will be reimbursed for the allowed cost of the services less any applicable HMO co-payments for each date of service.

In the event a Member requires Emergency Services and Care for an Emergency Medical Condition from a Non-Participating Provider, call the FHCP Medical Claims Department at 1-800-615-5010 to report the emergency as

soon as medically possible. Before leaving the hospital or provider's office, obtain a copy of any dictation or sign a medical release form to give legal permission to release the records to the FHCP Medical Claims Department upon their request. Bring or send all claims, bills and medical records to the FHCP Medical Claims Department at 1340 Ridgewood Avenue in Holly Hill, or mail the information to FHCP Medical Claims Department, P.O. Box 9910, Daytona Beach, Florida 32120-9910.

Medical Payment Guidelines For Non-Participating Provider Care: Whenever utilizing Non-Participating Providers and/or facilities for other than an Emergency Medical Condition, Out-of-Network benefits, deductibles and coinsurance and fees that exceed allowable charges will apply. FHCP's payment for services covered by this Rider will be determined according to the FHCP allowance guidelines (usual and customary rate – UCR) in effect at the time the service was rendered. These guidelines apply to Covered Services only and are not in addition to all of the other provisions, limitations and exclusions contained in the Contract and this Rider. Utilization of services rendered by non-participating providers and/or facilities may result in the member being responsible for significant balance billing in addition to their Option 3 deductible and coinsurance.

INFORMATION LINES

Please contact FHCP at 386-238-3215 or at 1-800-729-8349 for information and follow the instructions for obtaining pre-certifications, benefit information, verification of coverage, etc.

EXCLUSIONS AND LIMITATIONS...

All services covered under this Rider must be Medically Necessary as defined in your HMO Contract. The benefit exclusions and limitations specified in the Certificate of Coverage and SBC are also applicable to the benefits specified in this Triple Option Rider. Additionally, the following services are not covered or are limited under this Rider:

1. Emergency Services. Emergency Services and Care administered by any provider for an Emergency Medical Condition will be covered under the HMO Contract benefits. In order for care to be covered under the Contract, FHCP must be notified as described in the Emergency Care provision in the Contract's Covered Services section. If notification is not provided as specified in the Contract, services for an Emergency Medical Condition may be payable under the Rider if the service or supply is a covered service as specified in the Contract and not specifically excluded herein.
 2. Hearing examinations for hearing aids are available only under the HMO Contract and are not an out-of-network benefit.
 3. Vision examinations are available only under the HMO Contract by rider and are not an out-of-network benefit, if elected.
 4. Dental services are available only under the HMO contract by rider and are not an out-of-network benefit, if elected.
 5. The dollar, day or visit maximum indicated for services including but not limited to Durable Medical Equipment, Prosthetics, Skilled Nursing Facility care, Mental Health services and Substance Abuse services, is the total number of days or visits you may receive under your HMO Contract (in-network) **and** this Rider (out-of-network), combined.
-

Florida Health Care Plan, Inc. (hereinafter called FHCP) agrees to provide the health care services described under the provisions of this Triple Option Rider for the Member and his or her Covered Dependents.

Signed for Florida Health Care Plan, Inc. at its facility in Holly Hill, Florida to take effect on the Subscriber's Effective Date, for delivery in the State of Florida.

By:

David C. Schandel
Chief Financial Officer/Associate CEO
Florida Health Care Plan, Inc.

WELLNESS RIDER for LARGE GROUPS

Florida Health Care Plans Group Contract is hereby amended and supplemented by the terms and conditions of this Rider.

Nothing contained in this Rider will be held to vary, alter, waive, or extend any of the terms, conditions, provisions, exclusions or limitations of the Contract to which this Rider is attached, other than as specifically stated herein.

Additionally, this Rider in no way extends benefits beyond what has been stated in the Group Contract and Plan Co-Payment, Benefits and Limitations Schedule in terms of specific service limits or benefit maximums. This Rider does not create any duplication of coverage or coordination of benefits contained in the FHCP Plan or any other Riders you may elect.

THE WELLNESS RIDER

Florida Health Care partners with covered large groups to develop and implement a Wellness Program for employees.

This rider is designed to complement FHCP's existing benefit plans and wellness services which include:

- “Lunch & Learns” on a variety of topics held at the employer's location. These on-request sessions provide members the opportunity to learn about wellness issues that may concern them or their dependents.
- On-site flu shots to members. Seasonal Flu Shot Clinics are set up, as the flu vaccine becomes available, upon request of the employer.
- The 24-Hour Nurse Advice Line is staffed by highly skilled registered nurses 24x7, year round, to assist members with their health concerns in both English and Spanish. Through the call center triage module, the RN has access to trusted clinical information, including more than 400 symptom-based triage guidelines specifically written for adult, women's, pediatric and behavioral health topics. In addition to providing triage care for current symptoms; the RN can also help members better understand their diagnoses, prescribed medications and where and when to go for more help.
- Member Portal including Welcome to Wellness. Members are offered online health information through the Member Portal that includes a large variety of general health and wellness topics. Included are:
 - a) HealthMedia® Succeed™ Health Risk Assessment
 - b) Personal health Information
 - c) Interactive tools
 - d) Preventive care information
 - e) Quizzes
 - f) On line access to programs and information
 - g) A comprehensive library of diseases and conditions in English and Spanish

Key Elements of the Wellness Rider for Large Groups

- 1. Florida Health Care Plans (FHCP) will conduct an annual Personal Health Assessment (PHA) for large employer groups. Employers have the option of an On-Site PHA, PHA at FHCP Facility or no PHA. The PHA will include the following:**
 - Blood pressure check
 - BMI calculation using height and weight
 - Body fat testing
 - Cholesterol and lipid panel checks
 - Carbon monoxide testing (non-smoker verification)
- 2. Fitness Center access for eligible members including spouses and adult children:**
 - Covered members who participate in a PHA through their employer have access to FHCP contracted fitness centers in Volusia, Flagler, Brevard and Seminole Counties. (If Employer requires a PHA)
 - FHCP does not pay for a fitness center “membership.”
 - Fitness Center access will be paid by FHCP based on actual member utilization, calculated on a per visit, per fitness center, basis, up to eight (8) visits per fitness center per month.

FHCP will provide each participating member with an individualized report of health findings along with a private health coaching session.

FHCP will provide each employer group an “aggregate” de-identified health report of the participating employee’s health findings to assist in tracking health trends.



City of Bunnell, Florida

Agenda Item No. H.5.

Document Date: 3/21/2017 Amount:
Department: City Clerk Account #:
Subject: Approval to Cap Next Year's Health Insurance Renewal at No More than 15%
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
City of Bunnell - One Year Agreement	Contract

Summary/Highlights:

Florida Health Care Plans offered a one year agreement to cap the City's Health Insurance renewal for next year at no more than 15%.

Background:

Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:



**Florida
Health Care
Plans**



An Independent Licensee of the Blue Cross and Blue Shield Association

P.O. Box 9910 • Daytona Beach, FL 32120 • www.fhcp.com

Phone: (386) 676-7100 • Toll Free: (800) 352-9824

***City of Bunnell
One Year Arrangement
5/1/2018 – 4/30/2019***

Florida Health Care Plans (FHCP) will provide renewal rates to the City of Bunnell contingent upon the terms of this one year arrangement. The 05/01/2018 renewal will be calculated using the standard FHCP underwriting methodology with an opt-out clause for the City of Bunnell if the total renewal increase exceeds 15.0% for the stated term of this agreement.

Commitments for the One Year Arrangement

- i) FHCP and City of Bunnell are entering into a 1-year agreement together
- ii) FHCP agrees to the above terms for the 5/1/2018 renewal
- iii) FHCP agrees to provide the renewal development no later than February 28th, 2018.
- iv) IP Pooling Excess and associated charge backs, credibility levels, and demographics to remain consistent according to group size as per our Underwriting Guidelines.
- v) City of Bunnell agrees to renew 05/01/2018 subject to opt-out clause referred to above.

David C. Schandel, CFO, Associate CEO
FHCP

City of Bunnell



City of Bunnell, Florida

Agenda Item No.

Document Date: 3/21/2017 Amount:
Department: City Manager Account #:
Subject: Results of the Citizens' Survey
Agenda Section: Reports - City Manager

ATTACHMENTS:

Description	Type
Report - Citizens' Survey	Cover Memo

Summary/Highlights:

This is the results of the Citizens' Survey

Background:

Staff Recommendation:

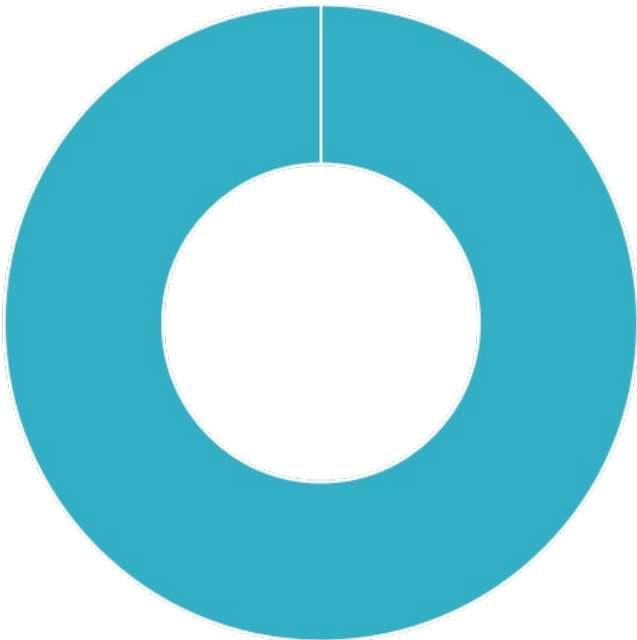
City Attorney Review:

Finance Department Review/Recommendation:

Quick Report

Are you a resident or business owner within the city limits of Bunnell?

	<div><div></div>Yes</div>	<div><div></div>No This survey is for Bunnell residents or business owners only. If no, please do not complete this survey.</div>	Standard Deviation	Responses
All Data	17 (100%)	0 (0%)	8.5	17

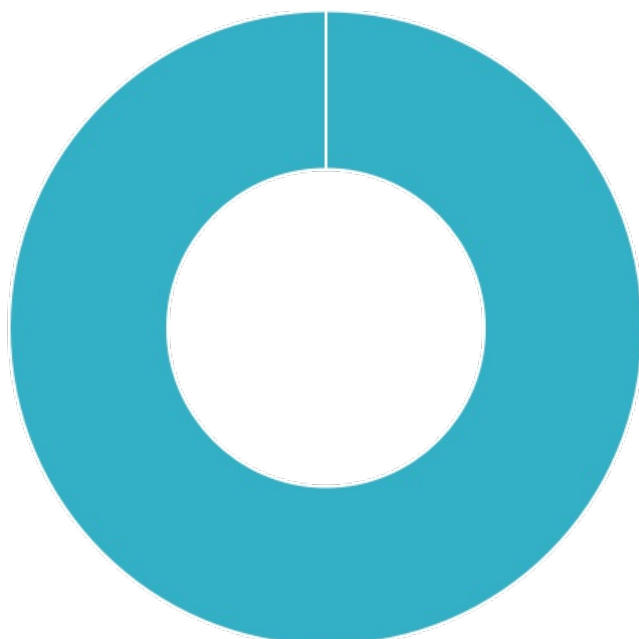


Yes

No This survey is for Bunnell residents or business owners only. If no, please do not complete this survey.

If the answer to question 1 above was yes, are you a resident or business owner within the "core area" of Bunnell?

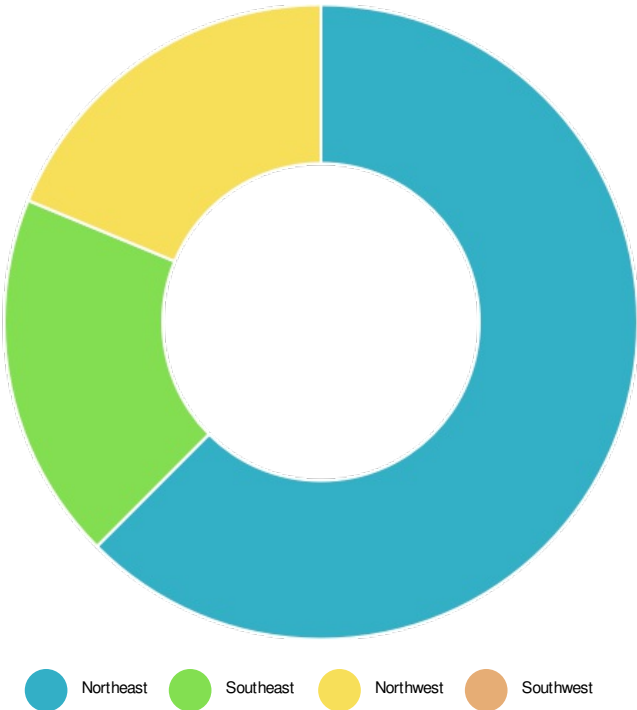
	● Yes	● No - Please go to question 4.	Standard Deviation	Responses
All Data	17 (100%)	0 (0%)	8.5	17



● Yes ● No - Please go to question 4.

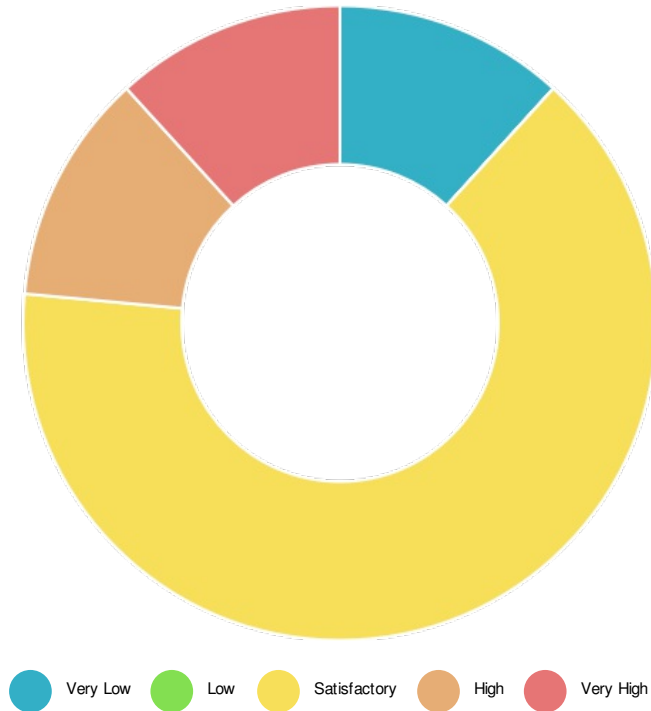
If the answer to question 2 above was yes: Using U.S. 1 (State St) as the east, west divider, and State Road 100 / State Road 11 (Moody Blvd) as the north, south divider, which quadrant of the core do you reside or work? I.e. the new Sheriff's Operations Center would be the southeast quadrant. Ace Hardware would be northeast, etc.

	<div><div></div> Northeast</div>	<div><div></div> Southeast</div>	<div><div></div> Northwest</div>	<div><div></div> Southwest</div>	Standard Deviation	Responses
All Data	10 (63%)	3 (19%)	3 (19%)	0 (0%)	3.67	16



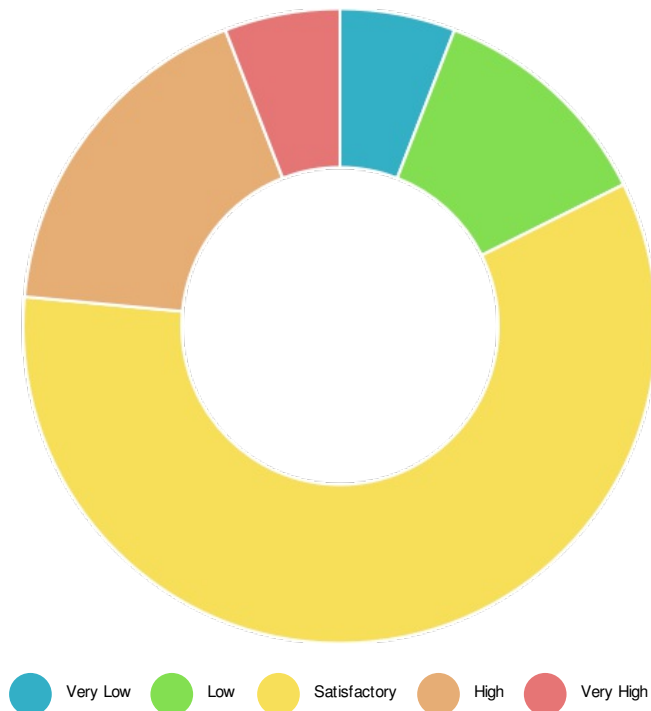
How do you rate the ease of accessibility to the City of Bunnell Elected Officials?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	2 (12%)	0 (0%)	11 (65%)	2 (12%)	2 (12%)	3.88	17



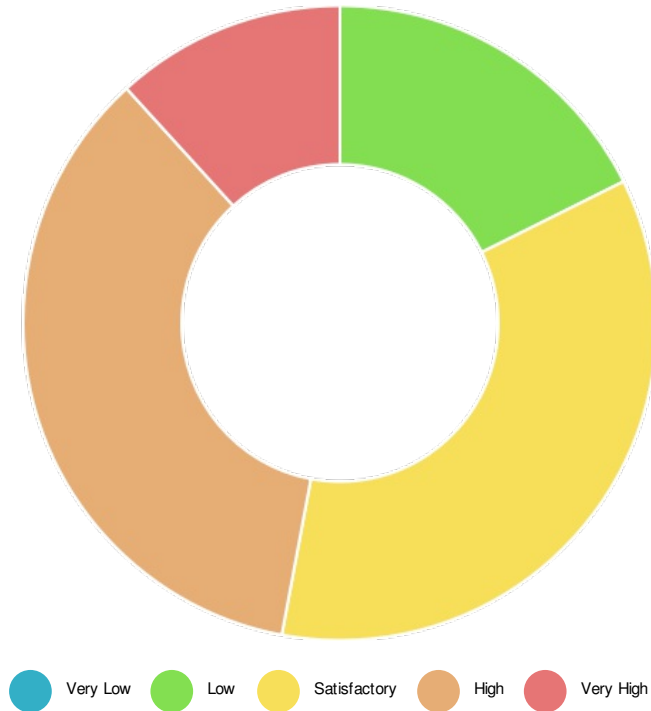
How do you rate the ease of accessibility of City Management?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	1 (6%)	2 (12%)	10 (59%)	3 (18%)	1 (6%)	3.38	17



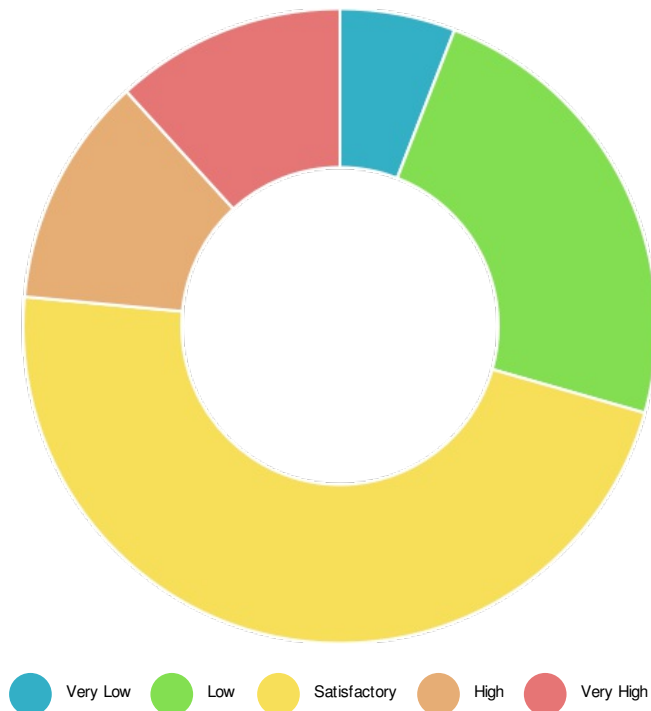
How do you rate the courtesy and helpfulness of City employees?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	0 (0%)	3 (18%)	6 (35%)	6 (35%)	2 (12%)	2.33	17



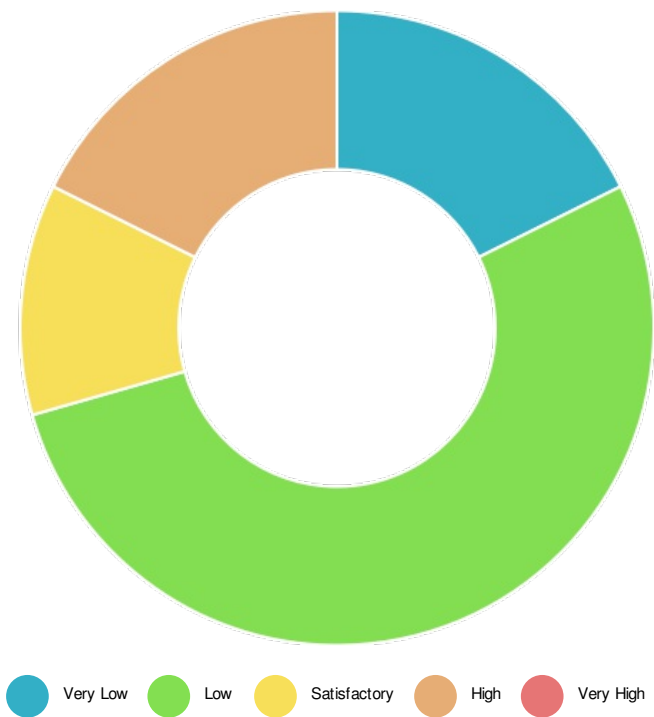
How do you rate the City's performance in responding to citizen opinions and concerns?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	1 (6%)	4 (24%)	8 (47%)	2 (12%)	2 (12%)	2.5	17



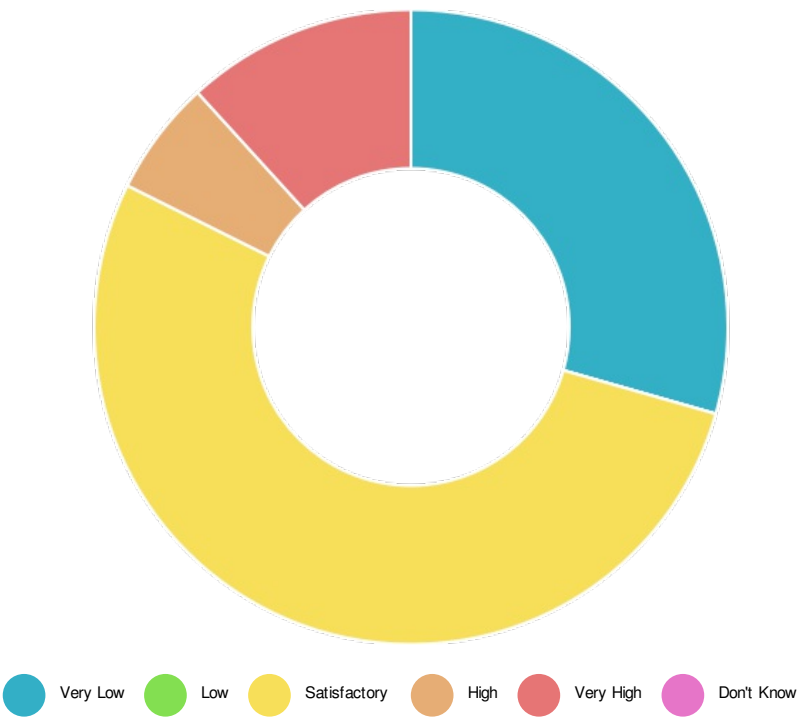
How do you rate the City’s performance in informing citizens about City programs, services, and issues?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	3 (18%)	9 (53%)	2 (12%)	3 (18%)	0 (0%)	3.01	17



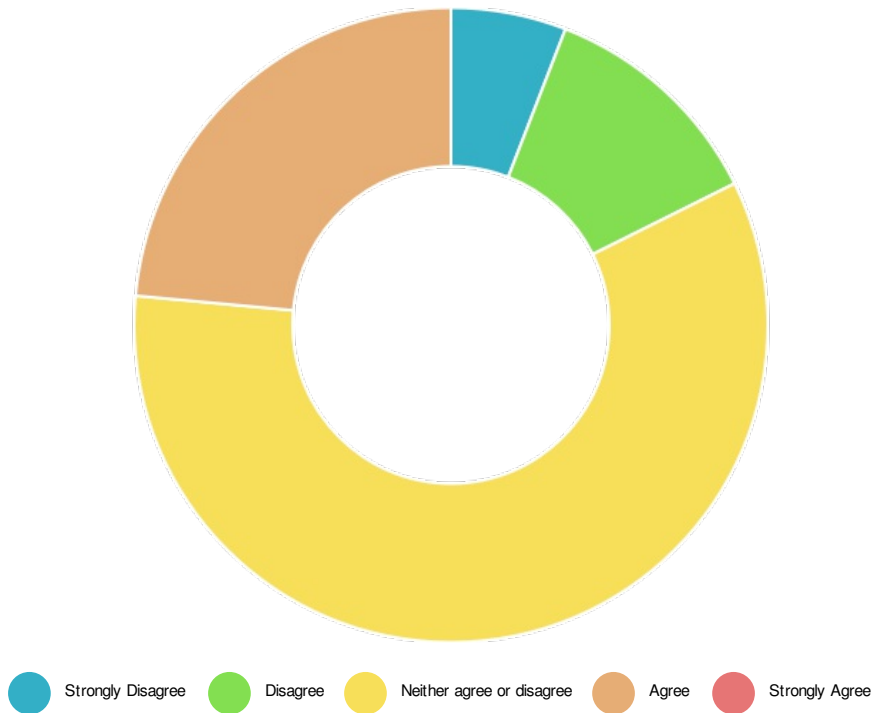
Utility Customer Service - How do you rate the quality of Utility Customer Services?

	Very Low	Low	Satisfactory	High	Very High	Don't Know	Standard Deviation	Responses
All Data	5 (29%)	0 (0%)	9 (53%)	1 (6%)	2 (12%)	0 (0%)	3.24	17



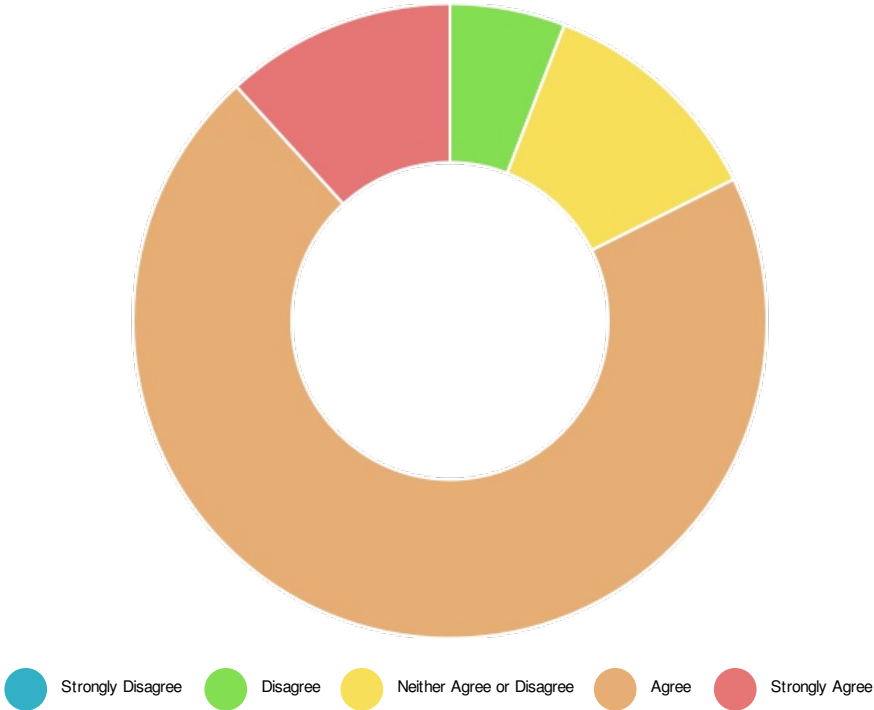
Finance - The City's published Financial Information is easy to understand?

	Strongly Disagree	Disagree	Neither agree or disagree	Agree	Strongly Agree	Standard Deviation	Responses
All Data	1 (6%)	2 (12%)	10 (59%)	4 (24%)	0 (0%)	3.56	17



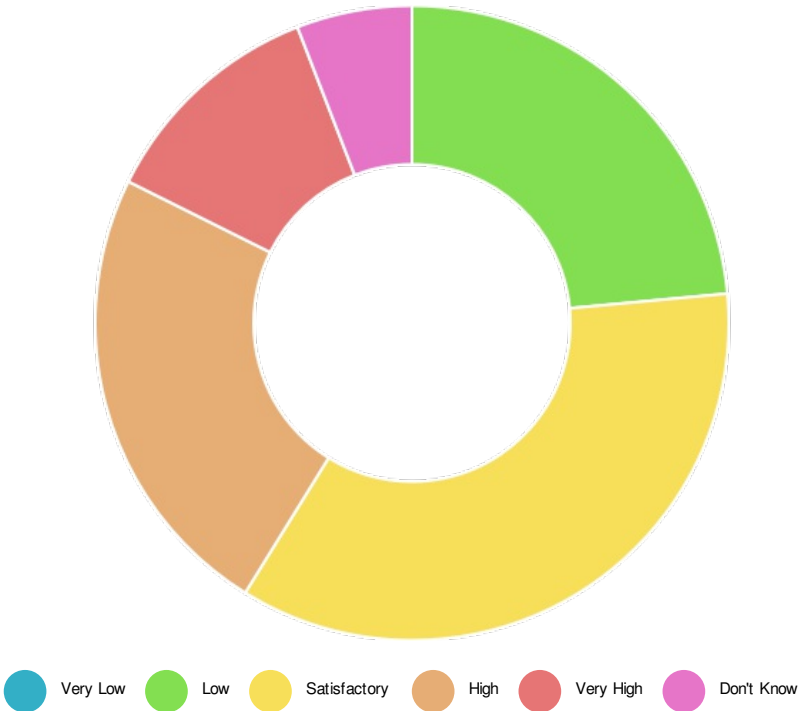
Do you agree or disagree with the City pursuing grants to make structural (hardening) improvements to City Hall, which serves as the City's Emergency Operations Center (EOC) during emergencies?

	Strongly Disagree	Disagree	Neither Agree or Disagree	Agree	Strongly Agree	Standard Deviation	Responses
All Data	0 (0%)	1 (6%)	2 (12%)	12 (71%)	2 (12%)	4.36	17



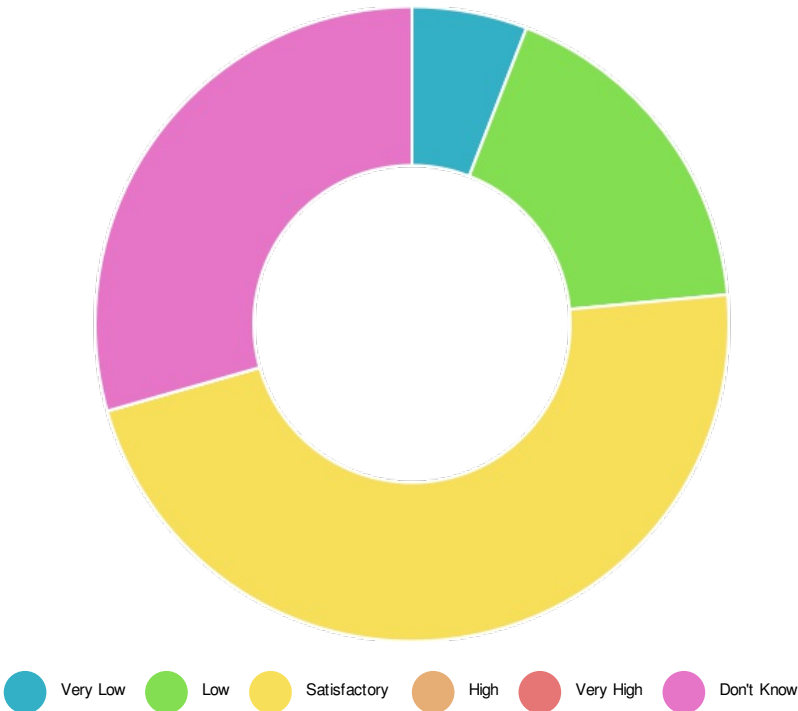
How do you rate the ease of on-line transactions through the City website?

	Very Low	Low	Satisfactory	High	Very High	Don't Know	Standard Deviation	Responses
All Data	0 (0%)	4 (24%)	6 (35%)	4 (24%)	2 (12%)	1 (6%)	2.03	17



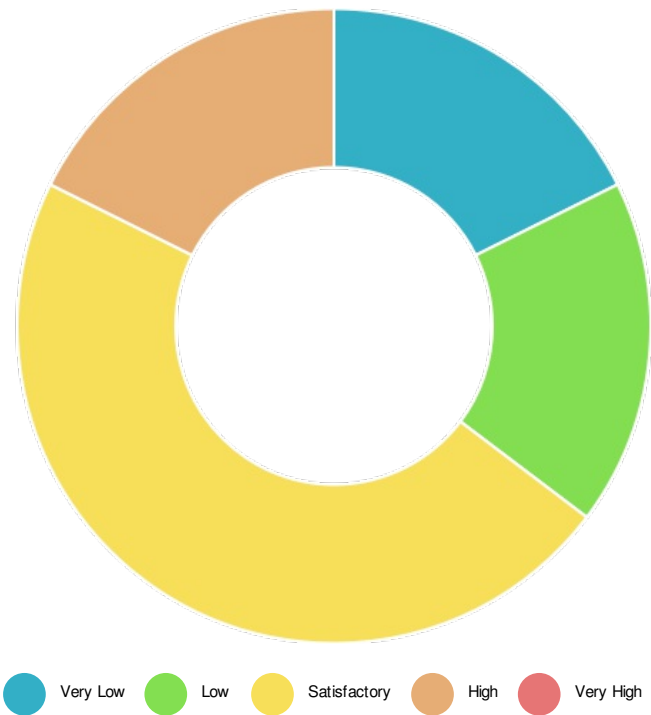
How do you rate the ease of access to public records?

	Very Low	Low	Satisfactory	High	Very High	Don't Know	Standard Deviation	Responses
All Data	1 (6%)	3 (18%)	8 (47%)	0 (0%)	0 (0%)	5 (29%)	2.91	17



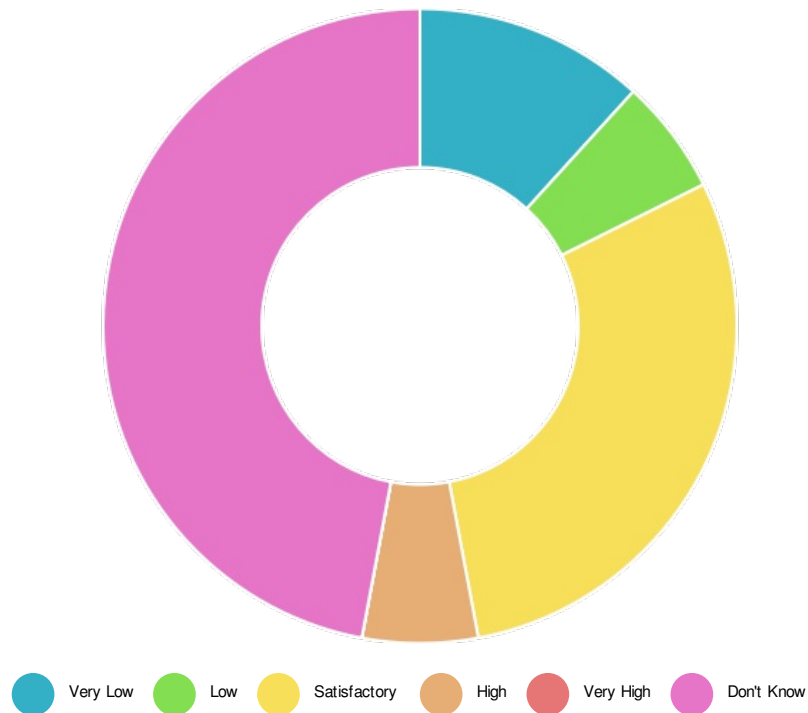
How do you rate the City’s performance in regards to Code Enforcement (illegal signs, tall grass, junk cars, building safety issues)?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	3 (18%)	3 (18%)	8 (47%)	3 (18%)	0 (0%)	2.58	17



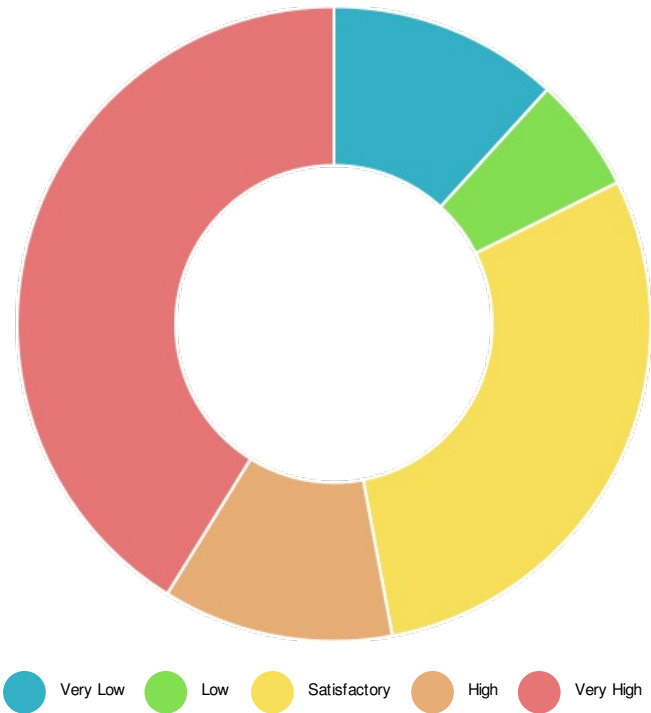
How would you rate the development application process (site plan approval, variance requests, and special exception approvals)?

	Very Low	Low	Satisfactory	High	Very High	Don't Know	Standard Deviation	Responses
All Data	2 (12%)	1 (6%)	5 (29%)	1 (6%)	0 (0%)	8 (47%)	2.79	17



How satisfied are you with the Bunnell Police Officers/employees interaction with the community?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	2 (12%)	1 (6%)	5 (29%)	2 (12%)	7 (41%)	2.24	17



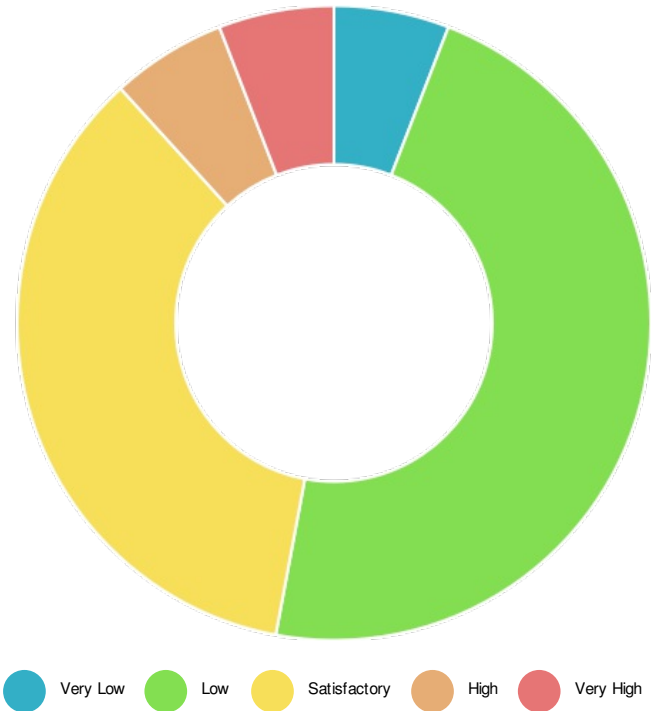
Have you visited the Police Department website at www.bunnellpd.us, or the feature on the City's website called the "Chief's Corner" in the last 12 months?

	<div><div></div> Yes</div>	<div><div></div> No</div>	Standard Deviation	Responses
All Data	8 (47%)	9 (53%)	0.5	17



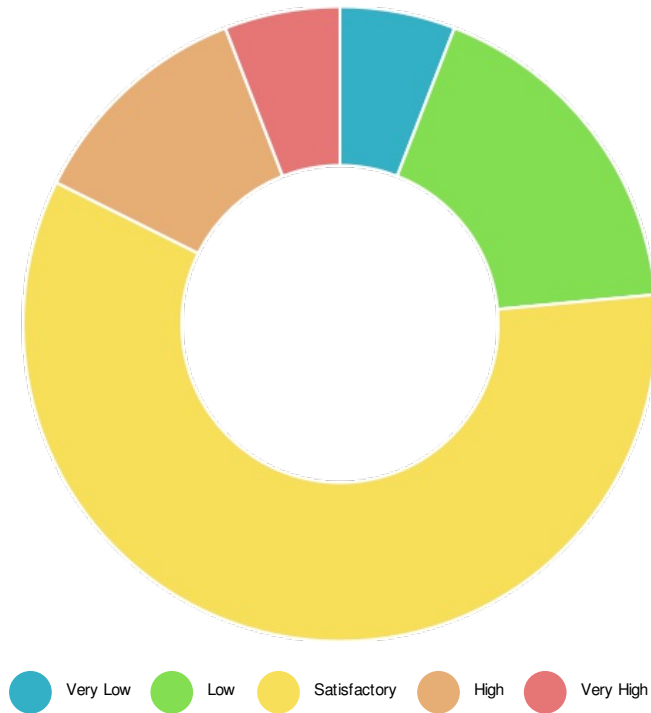
How do you rate the quality of Water Pressure in your area?

	<div><div></div> Very Low</div>	<div><div></div> Low</div>	<div><div></div> Satisfactory</div>	<div><div></div> High</div>	<div><div></div> Very High</div>	Standard Deviation	Responses
All Data	1 (6%)	8 (47%)	6 (35%)	1 (6%)	1 (6%)	3.01	17



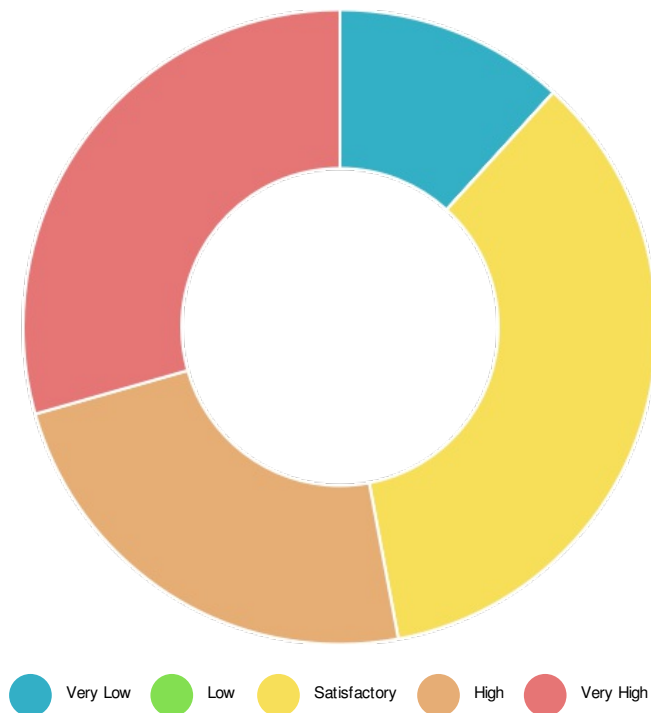
How do you rate the helpfulness of information provided on the City's website
www.bunnellcity.us about Utilities and City Services?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	1 (6%)	3 (18%)	10 (59%)	2 (12%)	1 (6%)	3.38	17



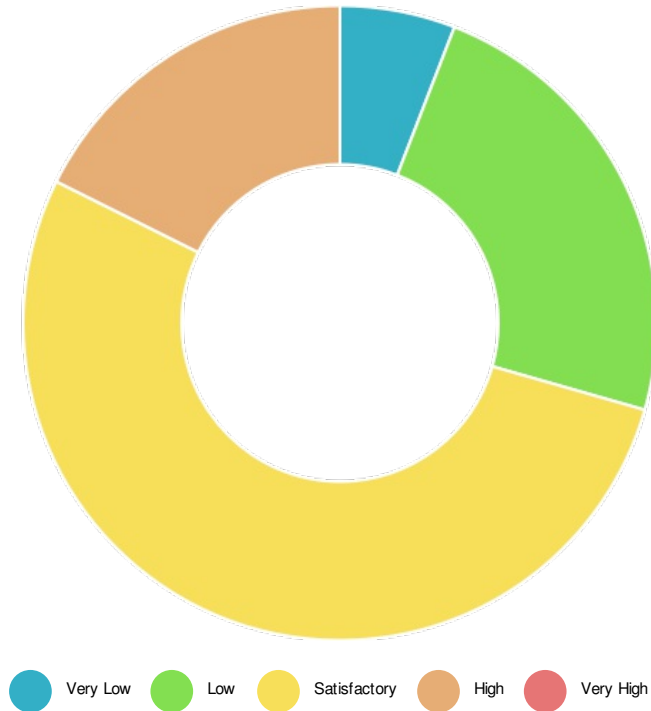
How do you rate the City's garbage collection?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	2 (12%)	0 (0%)	6 (35%)	4 (24%)	5 (29%)	2.15	17



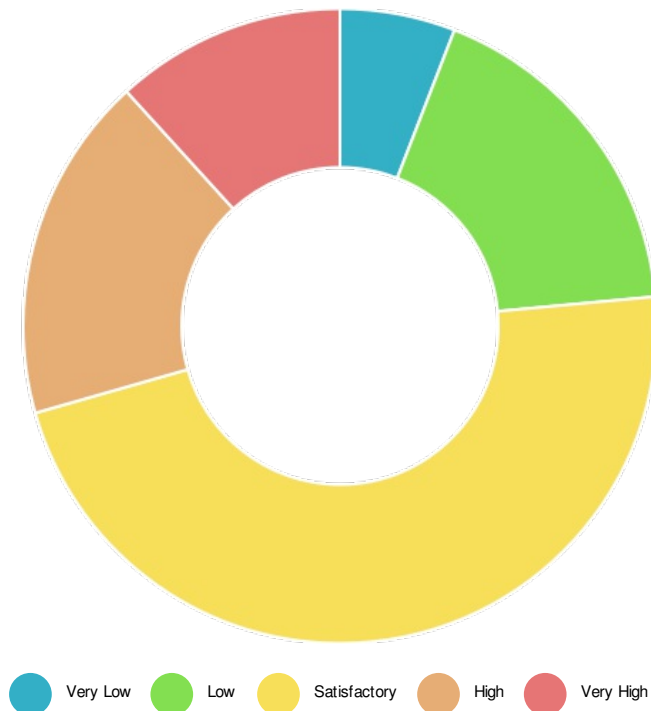
How do you rate the City's storm drainage system?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	1 (6%)	4 (24%)	9 (53%)	3 (18%)	0 (0%)	3.14	17



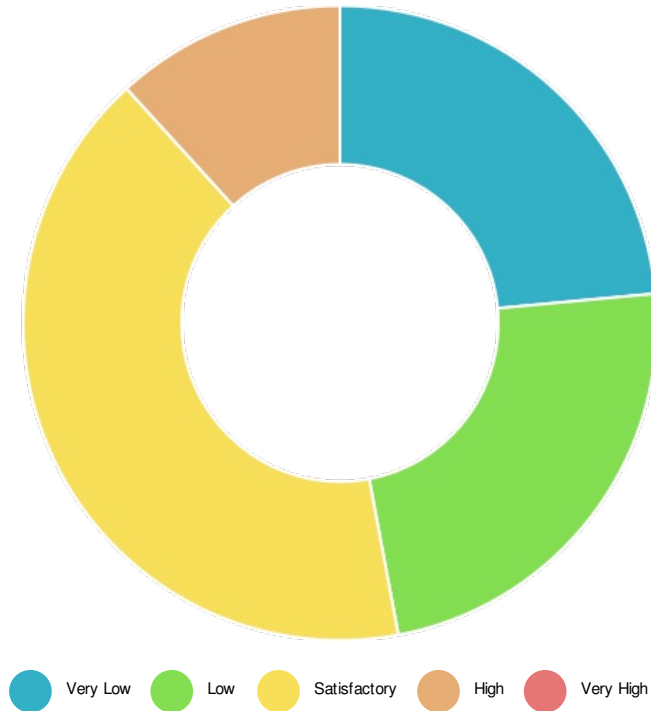
How do you rate the City's natural areas preservation and City Parks?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	1 (6%)	3 (18%)	8 (47%)	3 (18%)	2 (12%)	2.42	17



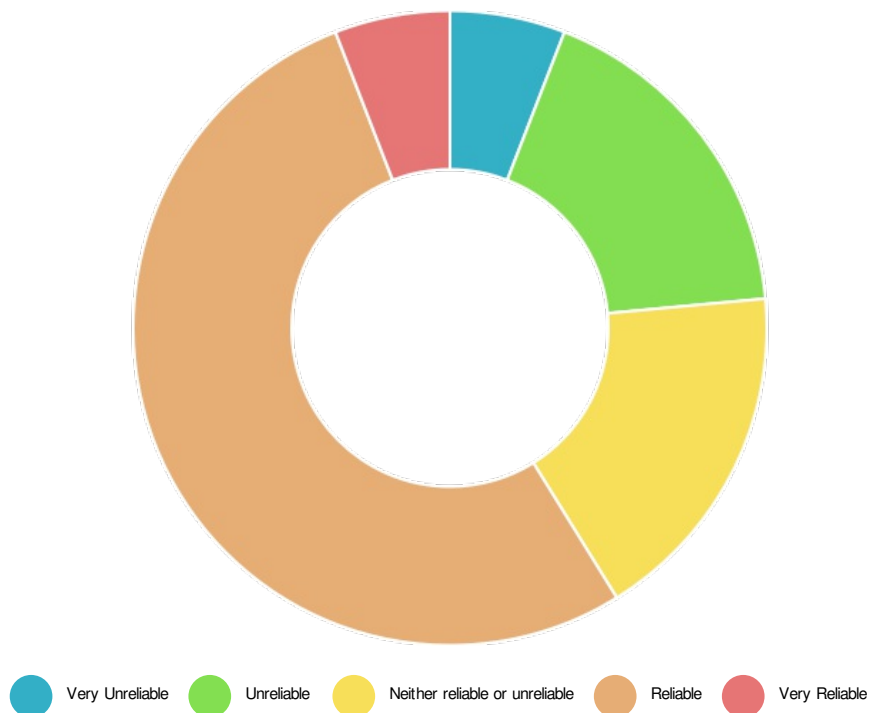
How do you rate the quality of the City's drinking water?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	4 (24%)	4 (24%)	7 (41%)	2 (12%)	0 (0%)	2.33	17



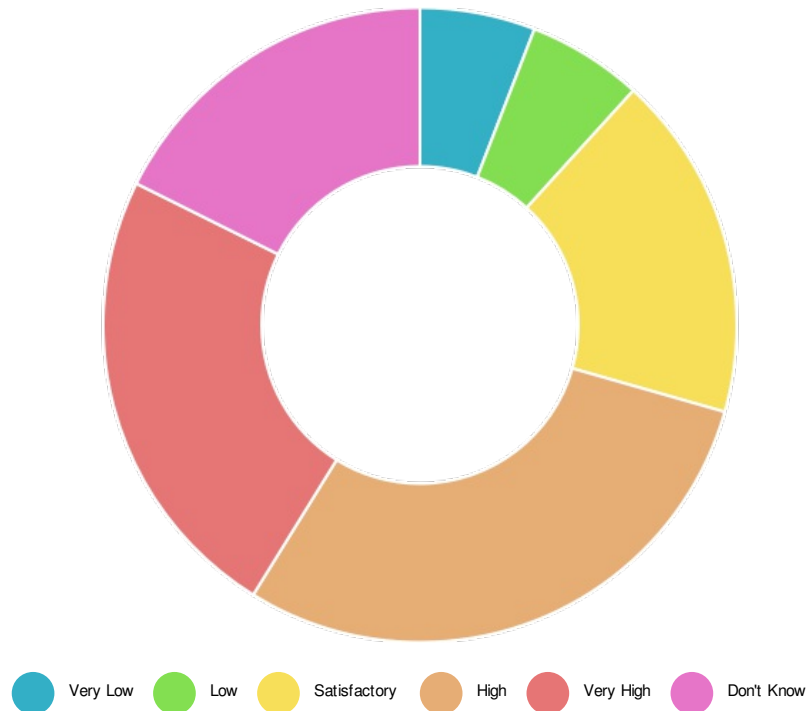
How do you rate the reliability of the water and sewer services?

	Very Unreliable	Unreliable	Neither reliable or unreliable	Reliable	Very Reliable	Standard Deviation	Responses
All Data	1 (6%)	3 (18%)	3 (18%)	9 (53%)	1 (6%)	2.94	17



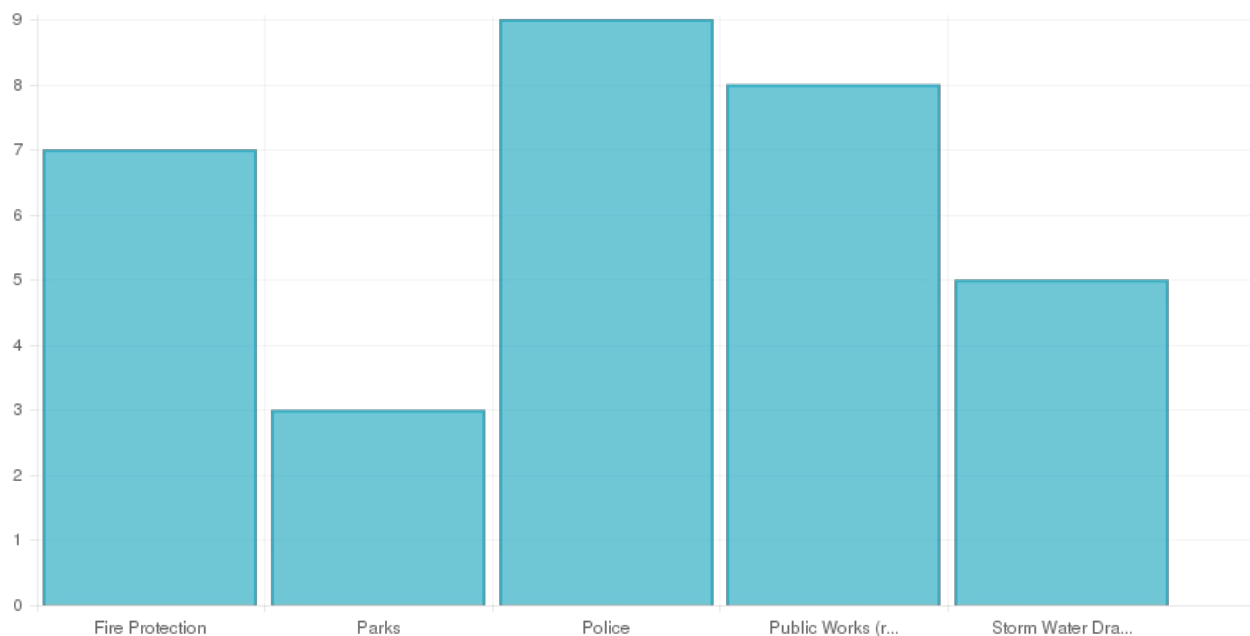
How do you rate the quality of services from your Bunnell Volunteer Fire Department?

	Very Low	Low	Satisfactory	High	Very High	Don't Know	Standard Deviation	Responses
All Data	1 (6%)	1 (6%)	3 (18%)	5 (29%)	4 (24%)	3 (18%)	1.46	17



Would you be in favor of paying slightly higher taxes or fees to receive a higher level of service in any of the following areas: (select all that apply)

	Fire Protection	Parks	Police	Public Works (roads, bridges, sidewalks)	Storm Water Drainage	Responses
All Data	7 (58%)	3 (25%)	9 (75%)	8 (67%)	5 (42%)	12





City of Bunnell, Florida

ATTACHMENTS:

Description

City Manager's Monthly Report

Type

Cover Memo

City Manager's Monthly Report



Dan Davis
City Manager

March 2017

Police Department

February Highlights:

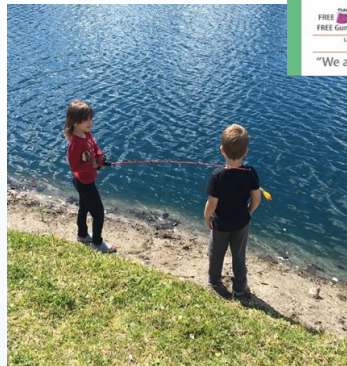
The Bunnell Police Department participated in the 3rd Annual POLAR PLUNGE and raised money and awareness for the SPECIAL OLYMPICS! The department has participated since the inaugural Plunge in 2014! The chief would love to see more support and representation next year...that's a challenge!



Officer Dominic Guida and the KISS band (Dom's niece & 2 nephews) Compete in the custom competition.



On February 19th, Mr. Donnie Noble, (Donnie's BBQ) & 98.7 County hosted a fund raiser for the Bunnell Police Department's quest for Body Cameras.



"Story Time with the Chief"

The Chief and Officer Bagwell met with the pre-K and Kindergarten classes at Flagler Headstart, located on Drain Street. The Police Officers sat down on very small chairs, in order to relate better with the children. No damage was cause to the children's chairs however; it wasn't easy getting up! Great morning with the children!

Strategic Traffic Enforcement Patrol

The Bunnell Police Department has been and will continue to conduct traffic enforcement throughout the city in areas of concern. Strict traffic enforcement will continue through March 31st.

Volunteer Fire Department

February Highlights:

- Awarded Volunteer Assistance Grant through Florida Forest Service for \$20,000 with a \$10,000 match – Approved by commission on February 13. A majority of this grant will be utilized for purchasing a skid unit containing a tank that holds 400 gallons of water, a pump, and a hose reel with 200 feet of hose. This skid unit will be mounted on our new LMTV that was acquired through the Florida Forest Service and will replace Woods 63
- Met with city commission candidate John Sowell
- Conducted 2 interviews with City Manager and Human Resources for the fire chiefs position on Feb 27
- Lt Richard Kocik, and Firefighters' Robert Bracewell, Anthony DeSantoli, Liz Bumgarz, and Sam Roberts attended the L.E.A.D. Children event at Carver Community Center on February 4



Fire Chief Fraser tendered his notice of retirement on December 27, 2016. His last day of work will be on March 30, 2017

Chief Fraser has been with the City since 1992 and has served the City of Bunnell as the Fire Chief for 9 years.

The City will miss Derek, but we wish him many happy years of retirement.!

Community Development Department

Community Development Updates:

- Submitted the City's 2016 boundary changes to the US Census Bureau for the 2017 Boundary and Annexation Reporting.
- Submitted the City's response form for participation in the 2020 Census Local Update of Census Addresses (LUCA). Staff will be working with the US Census Bureau to confirm all City of Bunnell address points in preparation for the 2020 Census.
- Participated in the preparation meeting and on-site visits for the feasibility study being completed through the TPO for the Bunnell Elementary School Sidewalk project.
- Prepared updated affidavits and pictures to prepare for Court Hearing regarding 601 Deen Rd.
- The Community Development Administrative Assistant resigned effective 2/23/17.
- Completed the paperwork to have two (2) properties, one (1) located in Flagler County and one (1) located in Escambia County, removed from Bunnell's National Flood Insurance Program (NFIP) Repetitive Loss listing. This results in the City having zero (0) properties claiming repetitive loss in our jurisdiction. This is one of the many requirements the City needed to accomplish to become a member of the Community Rating System (CRS) Pilot Program.
- Worked with the Building Official, IT and Tyler Technologies to improve the existing building permitting system and meet the needs of the Building Official and the City. This project will extend into March as a number of changes are needed in fees, project set-up and form templates need to be changed and updated.

Engineering News

- Met with PW director and Utility Manager staff to discuss WWTP consent orders
- Toured the City with Perry about swale and stormwater issues
- Met with road sealer company and Perry to discuss a sample test
- Toured the City for road conditions
- Reviewed Grand Reserve Development Site
- Commerce Parkway Plans Review
- Grant Application Prep. Consultation for City Hall Building Stiffening for EOC Usage
- Reviewed NPDES Permitting and Water Plant Consent Order
- Capital Improvement Plan Orientation

Planning Zoning & Appeals Update

February PZA Report:

- Variance Request to reduce the front setback from 25 feet to 10 feet at 601 N. Pine St.: The applicant requested a variance to the front set back. They proposed building a detached garage. Due to the size and shape of the lot, the front setback needed to be reduced. The Planning Board unanimously voted to approve this request.

The following Ordinances appeared on the 2017 03 13 City Commission Agenda:

- Ordinance 2017-XX Request to Vacate a Portion of Hardy St.: The applicant requested an undeveloped portion of Hardy Street be vacated. There were no utilities in the right-of-way and the City has no plans to develop this right-of-way. The applicant owned all adjacent parcels to the right-of-way. The Planning Board unanimously voted to recommend approval the request.
- Ordinance 2017-XX Changing the Future Land Use Designation on Approximately 1.92 Acres of Property from Bunnell Single Family Low Density and Single Family Medium Density to Bunnell Industrial: The applicant requested the land use designation on 2 parcels be changed from residential designations to an industrial designation. As the request would have impacted the established residential properties in this area, staff did not support or recommend approval of this request. The Planning Board denied this request.
- Ordinance 2017-XX Changing the Zoning Designation of Approximately 1.92 Acres of Property from Bunnell R-1, Single Family Residential district to Bunnell L-1, Light Industrial district: This was the companion item to the previous agenda item. The applicant requested the zoning designation on 2 parcels be changed from residential designations to an industrial designation. The Planning Board denied this request.

City Clerk:

- Accepted & processed 2017 Municipal Election paperwork.
- Participated in the Logic and Accuracy testing of election equipment.
- Worked with Novus Agenda on the format for PZA and Code Enforcement Board agendas. Started work on the Firefighter Pension Board agenda format
- Continued working with Novus Agenda to work out issues on City agendas for the PZA Board and Code Enforcement Board. Will begin work on the Volunteer Firefighters Board of Trustees agenda soon. This is the last City agenda to be included on the Novus Agenda system.
- Gathered FY 14/15 and FY 15/16 BTR information for the Office of Economic and Demographic Research regarding the impact of proposed legislation to City business tax receipt revenues.

Human Resources:

- Updated 2 Personnel Policies
- Started coordinating open enrollment with City vendors
- Preparing a “Know your Benefits” employee assistance program
- Coordinated CPR/AED-First Aid training for all employees who were interested.

IT Accomplishments:

- Modified the Public Records Policies to better incorporate the Social Media Policy. All revisions have been approved by the Board.
- Assisted in office relocations and providing a space for the new part time City Engineer.
- Also rearranged the machines and furniture in the “EOC” for future activations.
- Met with Spectrum representatives to discuss renewing and update the former Bright House contracts
- Completed wiring at the water plant, setup a laptop and VPN client for remote access to the City’s Supervisory Control and Data Acquisition (SCADA) system for the Lead Water Plant Operator.
- Installed equipment as part of the Justice Assistance Grant (JAG).
- Researching issues in Incode version 9 which is used by Community Development and the Clerk’s Office for Building Permitting, Code Enforcement, and Local Business Tax Receipts.
- Installed an additional security camera at the Fire Station.
- Created fillable forms utilized by Community Development, and added them to the website.

Public Works

Public Works Projects:

- The Public Works Department begun work in the center medians.
- Several large diseased trees have been removed.
- Staff is being trained on the street sweeper.
- Relocated fence line to control dirt bike riding at the Carver park.
- Down spout repairs were completed to divert water from backing into building.

Solid Waste:

- The City hired Michael Fleming as a part-time driver to fill in for Mike McGrath while he is out on an extended leave. Mr. Fleming is an experienced sanitation truck driver and being trained for the schools and commercial recycling routes.

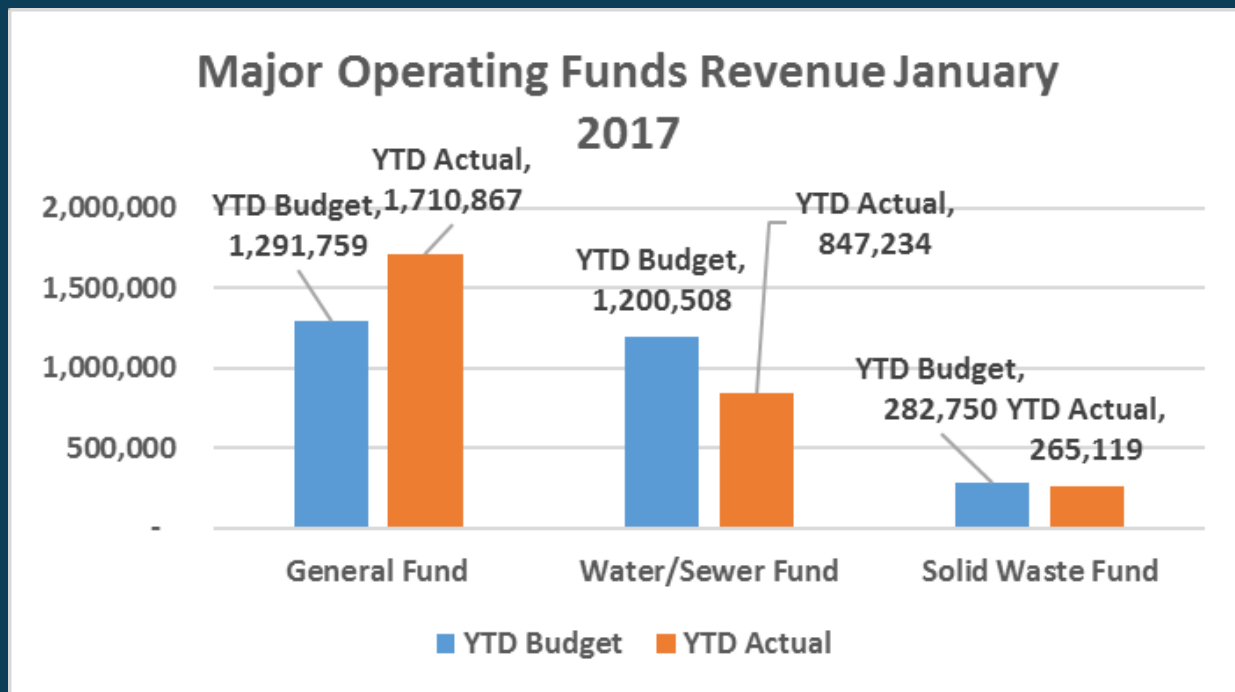
Utility News:

- Staff met with the City of Palm Coast for PEP tank maintenance Ordinance.
- Began the design of reclaim irrigation system at the Wastewater Treatment facility.
- Met with Chemical Suppliers for options of carbon source for Wastewater Treatment improvements.
- Replace Salt Saturation Pump at City WTP for Brine System.
- Sent 2 employee's to training for Wastewater Collection Certification.
- The new replacement generator has been ordered through the Sheriffs bid it is expected to be delivered in June. The new generator will be relocated to the north side of the pump house for ease of maintenance and service.

Finance Focus



BUDGET PERFORMANCE FISCAL YEAR 2017

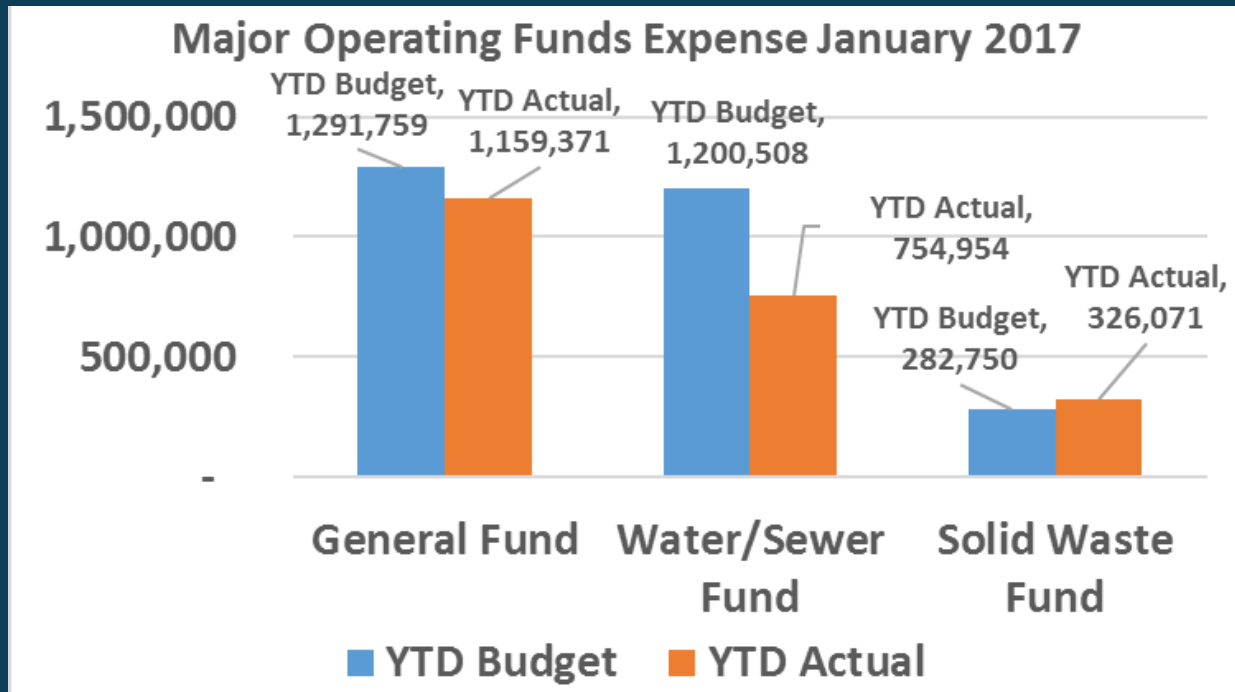


The end of February 2017 completes 42% of the fiscal year. Revenues in the General fund are slightly above anticipated levels for this point in the year. It should be noted that 75% of ad valorem tax revenue is collected in the first quarter of the fiscal year. Therefore, overall revenues reflect greater than 42% of the annual amount. The Water Sewer fund revenue operating revenue is below YTD anticipated levels because of delays in a grant funded project which delayed the receipt of grant revenue. The Solid Waste fund operating revenue are slightly below anticipated levels due to timing of School Board bill issuance.

Finance Focus



BUDGET PERFORMANCE FISCAL YEAR 2017



General Fund salary and benefit costs are higher than expected due to labor expenses associated with Hurricane Matthew. The higher than expected costs are offset by lower than expected capital expenditures for the Commerce Parkway. These expenditure delays are due to the delivery timing of this project.

Water and Sewer Fund salary and benefit costs are higher than expected due to labor expenses associated with Hurricane Matthew. The higher than expected costs are offset by lower than expected operating and capital expenditures due to the timing of these expenditures. This resulted in expenditures overall being less than the budget.

Solid Waste Fund salary and benefit and contract services are higher than expected due to expenses associated with Hurricane Matthew. The other Solid Waste fund operating expenditures are at expected levels.

The City anticipates FEMA and State reimbursement for 87.5% of Hurricane Matthew expenditures. The City's required match for hurricane expenditures is 12.5% or about \$25,000. In an effort to preserve City reserves, we have asked City Departments to closely review their annual budget.

Fiscal Year 2016

The close of fiscal year 2016 and audit preparation is in progress. This process will not be finalized until May or June. We anticipated increases to unrestricted reserves in both the General Fund and Water and Sewer Fund. The Solid Waste fund preliminarily shows a slight increase for fiscal year 2016. However, we expected the unrestricted fund balance to still reflect a negative position in this fund.



We are making Progress:

Finance continues to work with the State and FEMA on the requests for assistance, for the City's Hurricane related costs. Actual cost reimbursements may not occur for several months.

Finance also assisted with several grant applications, grant monitoring, and grant procurement functions during this report period. The Finance Director met with the Local Mitigation grant program committee to continue the ranking process for submissions for this program. The program's goal is to mitigate the County and local municipalities facilities to decrease the likelihood of damage during a disaster.

The Finance Director began worked on two debt refinancing issues for the Municipal Complex Loan and Water Sewer 2015 loan. The loans closed February 28, 2016. These refinanced loans will save the City a significant amount of interest expense over the life of the loans.

Finance staff have been providing information to the auditors, for the audit of fiscal year ending September 30, 2016. Significant improvements have been made on the areas noted by the auditors in the fiscal year 2015.

Finance issue a request for qualifications (RFQ) for engineering design for the St. Johns Water Management District grant. This grant will provide funding to extend a reclaim water line from Grand Reserve Golf course to state highway 100. Also, Finance issue an invitation to bid for the Residential Construction Mitigation Program (RCMP) grant. The grant provides funds to improve low income housing to decrease the likelihood of damage during a disaster.

Grants Status



St. John's Water Management (SJWMD) Reclaim Water Main Extension-RFQ for Engineering Design Services was issued 2/1/2017-Agreement received and will be reviewed at the 3/13/2017 Commission meeting.

Community Development Block Grant (CDBG) Southside Sewer Rehab-Staff will attend upcoming training for grant. Contract should be received within the next two months. The environmental review is in process.

Florida Recreation Development Assistance Program (FRDAP)

Booe St. Park-Agreement received from Florida Dept. of Environmental Protection (FDEP). Boundary survey completed.

Heritage Trail Park- Agreement received from Florida Dept. of Environmental Protection (FDEP).

Florida Department of Transportation (FDOT) Commerce Parkway-Extension was granted until June 3rd. Final Design ongoing. Design submission due to FDOT by June 3rd.

USDA Ion Exchange project-Response from contractor on roof issues sent to Engineer for review and response. USDA approved use of remaining funds for a generator, enclosure, and other upgrades. However, additional funds will not be reimbursed until roof issues are resolved and construction project final payment issued.

Florida Department of Environmental Protection (FDEP) Ion Project- See status above under USDA Ion Exchange project.

Justice Assistance Grant (JAG)-Grant award received and approved by the Commission on 2/13/2017.

Volunteer Fire Assistance Grant Florida Forest Service-Application for grant has been submitted.

Federal Emergency Management Agency (FEMA)-Public Assist grants for Hurricane Matthew. Public Assistant contract approved. Expense project submission on-going.

Residential Construction Mitigation Program (RCMP)-Invitation to bid issued for retrofit improvements on 9 homes located in Bunnell. Bids are due 3/6/2017.