



City of Palm Coast Agenda COUNCIL MEETING

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoastgov.com

Mayor Milissa Holland
Vice Mayor Nick Klufas
Council Member Eddie Branquinho
Council Member Robert G. Cuff
Council Member Jack D. Howell, II

Tuesday, November 5, 2019

6:00 PM

CITY HALL

City Staff

Matthew Morton, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

- > Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
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- > All pagers and cell phones are to remain OFF while City Council is in session.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

D. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. After the Mayor calls for public participation each member of the audience interested in speaking on any topic or proposition not on the agenda or which was discussed or agendaed at the previous City Council Workshop, shall come to the podium and state their name. Each speaker will have up to three (3) minutes each to speak. The Mayor will advise when the three (3) minutes are up and the speaker will be asked to take a seat and wait until all public comments are finished to hear answers to all questions. Once all members of the audience have spoken, the Mayor will close public participation and no other questions/comments shall be heard. Council and staff will then respond to questions posed by members of the audience. Should you wish to provide Council with any material, all items shall be given to the City Clerk and made part of the record. If anyone is interested in discussing an issue

further or ask additional questions, individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

E. MINUTES

- 1. MINUTES OF THE CITY COUNCIL
SEPTEMBER 11, 2019 BUDGET HEARING
OCTOBER 15, 2019 BUSINESS MEETING
OCTOBER 29, 2019 WORKSHOP MEETING**

F. PROCLAMATIONS

- 2. PROCLAMATION DIABETES AWARENESS MONTH**
- 3. PROCLAMATION BE LOCAL, BUY LOCAL MONTH**
- 4. PROCLAMATION AMERICA RECYCLES DAY**

G. ORDINANCES FIRST READ

- 5. ORDINANCE 2019-XX AMENDING CHAPTER 44, TRAFFIC AND VEHICLES AND AMENDING SECTION 2-227 SCHEDULE OF VIOLATIONS OF THE CITY OF PALM COAST CODE OF ORDINANCES**
- 6. ORDINANCE 2019-XX AN AMENDMENT TO THE OARE MASTER PLANNED DEVELOPMENT-DEVELOPMENT AGREEMENT (MPD-DA) TO EXTEND DEADLINE FOR SUBMITTAL OF PRELIMINARY PLAT, TO BRING CONSISTENCY WITH LDC AND OTHER HOUSEKEEPING ITEMS**

H. RESOLUTIONS

- 7. RESOLUTION 2019-XX APPROVING THE FINAL PLAT FOR MATANZAS LAKES**
- 8. RESOLUTION 2019-XX APPROVING A RESOLUTION OF SUPPORT - HIGHER EDUCATION IN THE CITY OF PALM COAST**

I. CONSENT

- 9. RESOLUTION 2019-XX APPROVING A REQUEST TO THE STATE OF FLORIDA FOR AN EASEMENT TO CONSTRUCT PART OF THE LEHIGH TRAIL TRAILHEAD**
- 10. RESOLUTION 2019-XX APPROVING A GRANT AGREEMENT FOR THE PURCHASE AND INSTALLATION OF GENERATORS AT 5 PUMP STATIONS**

11. RESOLUTION 2019-XX APPROVING A WORK ORDER WITH MCKIM & CREED, INC. FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE HAZARD MITIGATION GRANT FOR THE INSTALLATION OF GENERATORS FOR 5 PUMPS STATIONS
12. RESOLUTION 2019-XX APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF 526 MANHOLE DISHES FOR THE WASTEWATER COLLECTION SYSTEM
13. RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH G.E.M. STONE CONTRACTORS INC. AND S.E. CLINE CONSTRUCTION, INC. FOR EMERGENCY INSTALLATION OF REPLACEMENT PEP TANKS
14. RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH ALPHA GENERAL SERVICES, INC. FOR EMERGENCY REPLACEMENT PEP TANKS
15. RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR DISASTER FINANCIAL RECOVERY CONSULTANT SERVICES
16. RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH TETRA TECH, INC., AND DEBRISTECH, INC., FOR DISASTER MONITORING SERVICES
17. RESOLUTION 2019-XX APPROVING MASTER SERVICES AGREEMENT WITH MULTIPLE FIRMS FOR DIRECTIONAL BORING SERVICES
18. RESOLUTION 2019-XX APPROVING PIGGYBACKING THE STATE OF FLORIDA CONTRACT WITH PETROLEUM TRADERS CORPORATION TO PURCHASE BULK FUEL, GASOLINE AND DIESEL PRODUCTS

J. OTHER BUSINESS

19. APPOINTMENT TO FILL A VACANCY ON THE BEAUTIFICATION AND ENVIRONMENTAL ADVISORY COMMITTEE (BEAC)
20. APPOINT TWO MEMBERS TO THE CODE ENFORCEMENT BOARD

K. PUBLIC PARTICIPATION

Remainder of Public Comments is limited to three (3) minutes each.

L. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

M. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

N. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

21. PRESENTATION SEPTEMBER 2019 EMERGENCY PURCHASES

O. ADJOURNMENT

22. CALENDAR/WORKSHEET

City of Palm Coast, Florida Agenda Item

Agenda Date : 11/05/2019

Department	CITY CLERK	Amount
Item Key	7320	Account
Subject	MINUTES OF THE CITY COUNCIL SEPTEMBER 11, 2019 BUDGET HEARING OCTOBER 15, 2019 BUSINESS MEETING OCTOBER 29, 2019 WORKSHOP MEETING	
Background :		
Recommended Action :	APPROVE THE MINUTES OF SEPTEMBER 11, 2019 BUDGET HEARING, OCTOBER 15, 2019 BUSINESS MEETING, OCTOBER 29, 2019 WORKSHOP MEETING	



**City of Palm Coast
Minutes
BUDGET HEARING**

City Hall
160 Lake Avenue
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www.palmcoastgov.com

**Mayor Milissa Holland
Vice Mayor Nick Klufas
Council Member Eddie Branquinho
Council Member Robert G. Cuff
Council Member Jack D. Howell, II**

Wednesday, September 11, 2019

5:05 PM

CITY HALL

City Staff

**Matthew Morton, City Manager
William Reischmann, City Attorney
Virginia A. Smith, City Clerk**

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A. CALL TO ORDER

Vice Mayor Klufas called the meeting to order at 5:05 p.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

City Clerk Virginia Smith called the roll. Mayor Holland was absent.

E. PRESENTATIONS

1 PRESENTATION OF THE FISCAL YEAR 2019-2020 PROPOSED BUDGET

Ms. Helena Alves, Finance Director presented Council with a PowerPoint presentation of items 2, 3, and 4.

RECESS CITY COUNCIL MEETING AND CONVENE CRA BOARD

Vice Mayor Klufas recessed the City Council Meeting at 5:25 p.m.

Vice Mayor called the CRA Meeting to order at 5:25 p.m. He read the title of the resolution into the record

2 SR 100 CORRIDOR CRA RESOLUTION 2019-XX ESTABLISHING THE TENTATIVE BUDGET FOR FISCAL YEAR 2019-2020 AND AMENDING THE SR 100 CORRIDOR CRA BUDGET FOR FISCAL YEAR 2018-2019

R20190085

Public comment was opened. No comments were received.

Vice Mayor Klufas called the meeting to order at 5:25 p.m.

Pass

Motion made to approve by Council Member Cuff and seconded by Council Member Howell, II

Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II

**RECESS CITY COUNCIL MEETING AND CONVENE CRA BOARD 5:27 p.m.
ADJOURN CRA BOARD MEETING AND RECONVENE CITY COUNCIL MEETING 5:27 p.m.**

F. RESOLUTIONS

3 RESOLUTION 2019-XX SETTING THE TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2019-2020

R20190086

Vice Mayor Klufas read the title of the resolution into the record

Public Meeting was opened. No comments were received.

Motion to approve by Council Member Branquinho, seconded by Council Member Howell, II that the City of Palm Coast proposes to adopt the millage rate of 4.6989 mils for Fiscal year 2019-2020. The motion carried unanimously.

This item was presented under number 1. There was no further discussion.

4 RESOLUTION 2019-XX ESTABLISHING THE TENTATIVE BUDGET FOR FISCAL YEAR 2019-2020 AND AMENDING THE FISCAL YEAR 2018-2019 BUDGET

R20190087

Vice Mayor Klufas read the title of the resolution into the record

Public Comment was opened.

Vadim Shulkin asked for more information regarding the budgeted amount for fiber optic lines. He referred to an article in the Wall Street Journal and wondered if it was worth going through with it.

Vice Mayor Klufas explained the funds that having been saved by the City by owning the City fibernet.

Motion by Council Member Branquinho, seconded by Council Member Cuff to approve the tentative budget. The motion carried unanimously.

G. PUBLIC PARTICIPATION

Remainder of Public Comments is limited to three (3) minutes each.

Vladim Shulkin spoke of the need for fresh water canals being cleaned.

Carl Cote reported that dredging canals is part of the Stormwater Master Plan.

Council Member Howell asked if when planning the meeting time for the budget next year, if the meeting could be held a little bit later in the day so that more residents would be able to attend.

H. ADJOURNMENT

Motion by Council Member Branquinho to adjourn the meeting at 5:35 p.m.

Respectfully submitted,

*Virginia A. Smith, MMC
City Clerk*



**City of Palm Coast
Minutes
BUDGET HEARING**

City Hall
160 Lake Avenue
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**Mayor Milissa Holland
Vice Mayor Nick Klufas
Council Member Eddie Branquinho
Council Member Robert G. Cuff
Council Member Jack D. Howell, II**

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Public comment was opened. No comments were received.

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Pass

Motion made to approve by Council Member Cuff and seconded by Council Member Howell, II

Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II

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Vice Mayor Klufas explained the funds that having been saved by the City by owning the City fibernet.

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Carl Cote reported that dredging canals is part of the Stormwater Master Plan.

Council Member Howell asked if when planning the meeting time for the budget next year, could the meeting be held a little bit later in the day so that more residents would be able to attend?

H. ADJOURNMENT

Motion by Council Member Branquinho to adjourn the meeting at 5:35 p.m.

Respectfully submitted,

*Virginia A. Smith, MMC
City Clerk*



**City of Palm Coast
Minutes
COUNCIL WORKSHOP**

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoastgov.com

**Mayor Milissa Holland
Vice Mayor Nick Klufas
Council Member Eddie Branquinho
Council Member Robert G. Cuff
Council Member Jack D. Howell, II**

Tuesday, October 29, 2019

9:00 AM

CITY HALL

City Staff

**Matthew Morton, City Manager
William Reischmann, City Attorney
Virginia A. Smith, City Clerk**

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A CALL TO ORDER

Vice Mayor Klufas called the meeting to order at 9:00 a.m.

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

Ms. Settle called the roll. All members were present. The Mayor attended via telephone.

D PUBLIC PARTICIPATION

Phyllis Scheffler spoke of contractor, John Costa. She felt he is not the only bad contractor receiving permits in Palm Coast that are not correct. She reviewed her issues with the permitting department and felt others should be protected from scams.

Vice Mayor Klufas thanked Ms. Scheffler for advocating for herself and the elderly that may be getting taken advantage in similar circumstances.

E PRESENTATIONS

1 PRESENTATION FLORIDA PARK DRIVE IMPROVEMENTS

Mr. Carl Cote, Sans Lassister and Beth Dawson gave a presentation to Council regarding Florida Park Drive. Topics discussed included noise levels; the standards of noise and air pollution; the ability to enforce a no truck ordinance; landscaping options; ownership of the lots at the canal ends; timing for resurfacing; monitoring truck traffic after implementation; grant funding and where the grant would be applicable; noise quality is effected by speed; truck traffic being the fundamental problem.

2 PRESENTATION - PUBLIC PRIVATE PARTNERSHIP REQUEST FOR SOLUTIONS

Mr. Donald Kewley gave a presentation regarding Fibernet Infrastructure. Topics discussed included the process; revenue streams; city owned property not being beholding to a private entity; avoiding future costs to the residents; the regulating body that governs fiber; USDA funds opportunity depending on population; how to approach the legislature; negotiations to include a safe guard for the City; Magellan providing the due diligence; increasing the public value to homes and the citizens; the need for the Magellan Partnership; and the need for staff and the cost associated with staff.

F WRITTEN ITEMS

3 RESOLUTION 2019-XX APPROVING A REQUEST TO THE STATE OF FLORIDA FOR AN EASEMENT TO CONSTRUCT PART OF THE LEHIGH TRAIL TRAILHEAD

Jose Papa gave a presentation to Council. Topics discussed the location of the easement; the need for restrooms on Lehigh Trail Trailhead. This item will be continued at the next Business Meeting.

4 RESOLUTION 2019-XX APPROVING A GRANT AGREEMENT FOR THE PURCHASE AND INSTALLATION OF GENERATORS AT 5 PUMP STATIONS

Garann Hopkins and Mary Kronenberg gave a history of the item. This item will be continued at the next Business Meeting.

5 RESOLUTION 2019-XX APPROVING A WORK ORDER WITH MCKIM & CREED, INC. FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE HAZARD MITIGATION GRANT FOR THE INSTALLATION OF GENERATORS FOR 5 PUMPS STATIONS

Garran Hopkins and Mary Kronenberg gave a brief overview. They reviewed a map with their locations. This item will be continued at the next business meeting.

6 RESOLUTION 2019-XX APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF 526 MANHOLE DISHES FOR THE WASTEWATER COLLECTION SYSTEM

Danny Ashburn gave a brief overview of the item. This item will be continued at the next Business Meeting.

7 RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH G.E.M. STONE CONTRACTORS INC. AND S.E. CLINE CONSTRUCTION, INC. FOR EMERGENCY INSTALLATION OF REPLACEMENT PEP TANKS

Danny Ashburn gave a brief overview of the item. This item will be continued at the next Business Meeting.

8 RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH ALPHA GENERAL SERVICES, INC. FOR EMERGENCY REPLACEMENT PEP TANKS

Mr. Morton gave a brief overview of the item. This item will be continued at the next Business Meeting.

9 RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR DISASTER FINANCIAL RECOVERY CONSULTANT SERVICES

Mr. Morton gave a brief overview of the item. This item will be continued at the next Business Meeting.

10 RESOLUTION 2019-XX APPROVING AN OPTION AND GROUND LEASE AGREEMENT WITH DIAMOND TOWERS V LLC FOR CONSTRUCTION OF A TELECOMMUNICATIONS TOWER AT PALM COAST FRIEDA ZAMBA POOL

Mr. Morton gave a brief overview of the item and covered that the site location may change. This item will be continued at the next Business Meeting.

11 RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH TETRA TECH, INC., AND DEBRISTECH, INC., FOR DISASTER MONITORING SERVICES

Matthew Mancill gave a brief overview of the item. This item will be continued at the next Business Meeting.

12 RESOLUTION 2019-XX APPROVING A MASTER SERVICES AGREEMENT WITH STRICKLAND SOD FOR SOD MATERIALS AND SOD INSTALLATION

Carl Cote gave a brief overview of the item. This item will be continued at the next Business Meeting.

13 RESOLUTION 2019-XX APPROVING MASTER SERVICES AGREEMENT WITH MULTIPLE FIRMS FOR DIRECTIONAL BORING SERVICES

Steve Flanagan and Pete Roussell gave an overview of the item. This item will be continued at the next Business Meeting.

14 RESOLUTION 2019-XX APPROVING PIGGYBACKING THE STATE OF FLORIDA CONTRACT WITH PETROLEUM TRADERS CORPORATION TO PURCHASE BULK FUEL, GASOLINE AND DIESEL PRODUCTS

Matthew Mancill gave an overview of the item. This item will be continued at the next Business Meeting.

G PUBLIC PARTICIPATION

Phyllis Scheffler spoke about the lack of concern from some Council Members.

Steve Carr thanked Council for the recent work on Florida Park Drive.

Celia Pugliese thanked everyone for the work on Florida Park Drive. She appreciates staff: Chief Forte, Mr. Schottey; Mr. Tyner and Ms. Johnston. She asked Council to keep the citizens quality of life.

Denise Calderwood spoke of the homeless population and hoped to engage the homeless people as part of the Cultural Grants from Family Matters.

H DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

Vice Mayor Klufas asked if Mr. Morton to talk to staff to possibly change the workshop meeting to one meeting a month and possibly move the meetings to later in the afternoon or 5:00 p.m. It was the consensus of Council for Mr. Morton to bring back options for consideration.

Since Hurricane Matthew, Mayor Holland reported the state does not look at PEP Tank areas as an immediate area of concern for FPL. The City of Palm Coast has one of the largest pep tank systems in Florida. She hoped for the State to recognize PEP Tank areas as an emergency such as, nursing homes and hospitals.

Mayor Holland asked that staff start thinking of putting up holiday decorations on Palm Coast Parkway. Last year, she received comments from citizens that we were missing some holiday cheer by not having anything up

I DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

No report.

J DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Mr. Morton spoke to Brian Matthews. Mr. Matthews spoke to him mowing swales on vacant lots and possibly moving forward to bill property owners when the City needs to mow the swales. He would like to research the possibility.

He updated Mayor and Council on Palm Coast Connect.

K ADJOURNMENT

Motion by Council Member Howell to adjourn the meeting at 11:11 a.m.



City of Palm Coast Minutes COUNCIL MEETING

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Mayor Milissa Holland
Vice Mayor Nick Klufas
Council Member Eddie Branquinho
Council Member Robert G. Cuff
Council Member Jack D. Howell, II

Tuesday, October 15, 2019

9:00 AM

CITY HALL

City Staff

Matthew Morton, City Manager
William Reischmann, City Attorney
Virginia A. Smith, City Clerk

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A. CALL TO ORDER

Vice Mayor Klufas called the meeting to order at 9:00 a.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

Ms. Settle asked Vice Mayor Klufas for a motion to excuse the Mayor's absence per the charter. Motion by Branquinho, seconded by Cuff to excuse the Mayor's absence. The motion carried unanimously.

Ms. Settle called the roll. All other members were present.

D. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. After the Mayor calls for public participation each member of the audience interested in speaking on any topic or proposition not on the agenda or which was discussed or presented at the previous City Council Workshop, shall come to the podium and state their name. Each speaker will have up to three (3) minutes each to speak. The Mayor will advise when the three (3) minutes are up and the speaker will be asked to take a seat and wait until all public comments are finished to

hear answers to all questions. Once all members of the audience have spoken, the Mayor will close public participation and no other questions/comments shall be heard. Council and staff will then respond to questions posed by members of the audience. Should you wish to provide Council with any material, all items shall be given to the City Clerk and made part of the record. If anyone is interested in discussing an issue further or ask additional questions, individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

Jack Carall He wanted to pull Items 5 to 24. He would like to speak on all the items.

Phyllis Scheffler spoke of her problems with the permitting process within the City of Palm Coast.

Toni Mayes owner of Peace by Pieces spoke of her foundation.

Gary Perkins thanked the City: economic improvements young entrepreneur thanked him for support.

Jeffrey Sai was concerned about the DRI Development order Palm Coast Park Development Order and how they will affect the wetlands.

Doyle Lewis, a homeless advocate, there was a need in the County for assistance for the homeless population.

Michael Ciello was in favor of the City purchasing the Marina.

Steve Carr was concerned about the new developments being built on Palm Harbor Parkway and the impact it will have on Florida Park Drive. He spoke of the harm of the pollution having on the children and the elderly. He questioned the traffic analysis studies.

*Mayor Klufas suggested that the Citizens academy item be moved before consent in order for those citizens continue with their day.
He did a brief overview of the items.*

E. MINUTES

1. MINUTES OF THE CITY COUNCIL: OCTOBER 1, 2019 BUSINESS MEETING OCTOBER 8, 2019 WORKSHOP

Pass

Motion made to approve by Council Member Branquinho and seconded by Council Member Howell, II

Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II

F. PROCLAMATIONS AND PRESENTATIONS

2. PRESENTATION-2019 INTRACOASTAL WATERWAY CLEANUP EVENT RESULTS

Jordan Meyers presented Council with a presentation of the 2019 Intracoastal Waterway Clean-up. Vice Mayor Klufas enjoys the event and thanked all the volunteer. Council Member Cuff enjoyed the event very much and the sense of community. Council Members Branquinho and Howell also thanked volunteers.

3. PROCLAMATION DOMESTIC VIOLENCE AWARENESS MONTH

Vice Mayor Klufas presented the Domestic Violence Awareness Proclamation to members of Family Life Center. Gary read a statement into the record and thanked the City for the opportunity to bring awareness to the community.

4. PROCLAMATION MENTAL HEALTH AWARENESS

Council Member Cuff presented the proclamation to Peace by Pieces. Suzanna Urban lost her son to suicide last year and thanked the City for their support. Council Member Branquinho thanked them for the presentation. The agenda moved to H25.

G. CONSENT

5. RESOLUTION 2019-XX APPROVING THE CULTURAL ARTS GRANTS FOR THE FISCAL YEAR 2019-2020

Vice Mayor Klufas asked the Council whether or not to pull the items from the Consent Agenda.

Mr. Carall was concerned about the Cultural Grants and what projects they will be working on.

Mr. Klufas reviewed some of the companies that are parties to a master service agreement.

Pass

Motion made to approve by Council Member Cuff and seconded by Council Member Branquinho

Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II

6. RESOLUTION 2019-XX APPROVING A WORK ORDER WITH POND & COMPANY FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT PLANT #1 ADMINISTRATION BUILDING

7. **RESOLUTION 2019-XX AUTHORIZING A BANK LOAN WITH CENTERSTATE BANK FOR THE PURPOSE OF FINANCING STORMWATER IMPROVEMENT**
8. **RESOLUTION 2019-XX APPROVING MODIFICATION #3 TO THE AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF A GENERATOR AT CITY HALL**
9. **RESOLUTION 2019-XX APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT WITH CATERPILLAR FOR THE PURCHASE OF THE CITY HALL GENERATOR**
10. **RESOLUTION 2019-XX APPROVING CONTINUING SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR BUILDING INSPECTION AND PLAN REVIEWER SERVICES**
11. **RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR CITYWIDE TRAFFIC ENGINEER SERVICES**
12. **RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR CITY WIDE CIVIL ENGINEERING SERVICES**
13. **RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR STORMWATER PIPE INSPECTION SERVICES**
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24. RESOLUTION 2019-XX APPROVING MASTER PRICE AGREEMENTS WITH CHEMICAL SYSTEMS OF ORLANDO, INC. AND HAWKINS, INC., FOR THE PURCHASE OF VARIOUS CHEMICALS

Pass

Motion made to approve by Council Member Howell and seconded by Council Member Branquinho

Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II

H. OTHER BUSINESS

25. PRESENTATION OF CERTIFICATES TO THE GRADUATING STUDENTS OF THE CITY OF PALM COAST'S 47TH CITIZENS ACADEMY CLASS

Michael Schottey presented the graduates of the 47th Citizen's Academy with their Certificate of Completion. The agenda moved to G5.

I. PUBLIC PARTICIPATION

Remainder of Public Comments is limited to three (3) minutes each.

Joe Hempling spoke against 5G.

Phyllis Scheffler thanked everyone for their time. She spoke of her history with contractor, John Costa. The permitting department is still accepting some contractors in the same way.

Jack Carall spoke of traffic concerns and wanted to know what they were going to do.

George Mayo upset to learn about Beau Falgout's departure. He wanted to know why we are losing good people.

Mr. Klufas spoke to the citizens' questions and concerns of public participation.

J. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

*Council Member Branquinho spoke comforting words for Mayor Holland.
Council Member Howell spoke of the difficult time for the Mayor.
Vice Mayor Klufas went to the Pink Army 5K and encouraged all to go to the No
Show Gala that will assist the Domestic Violence*

K. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

No Report

L. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

No report

M. ADJOURNMENT

Motion by Council Member Branquinho to adjourn the meeting.

The meeting adjourned at 10:25 a.m.

*Kathleen E. Settle
Deputy City Clerk*



City of Palm Coast Minutes COUNCIL MEETING

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoastgov.com

Mayor Milissa Holland
Vice Mayor Nick Klufas
Council Member Eddie Branquinho
Council Member Robert G. Cuff
Council Member Jack D. Howell, II

Tuesday, October 15, 2019

9:00 AM

CITY HALL

City Staff

Matthew Morton, City Manager
William Reischmann, City Attorney
Virginia A. Smith, City Clerk

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A. CALL TO ORDER

Vice Mayor Klufas called the meeting to order at 9:00 a.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

Ms. Settle asked Vice Mayor Klufas for a motion to excuse the Mayor's absence per the charter. Motion by Branquinho, seconded by Cuff to excuse the Mayor's absence. The motion carried unanimously.

Ms. Settle called the roll. All other members were present.

D. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. After the Mayor calls for public participation each member of the audience interested in speaking on any topic or proposition not on the agenda or which was discussed or presented at the previous City Council Workshop, shall come to the podium and state their name. Each speaker will have up to three (3) minutes each to speak. The Mayor will advise when the three (3) minutes are up and the speaker will be asked to take a seat and wait until all public comments are finished to

hear answers to all questions. Once all members of the audience have spoken, the Mayor will close public participation and no other questions/comments shall be heard. Council and staff will then respond to questions posed by members of the audience. Should you wish to provide Council with any material, all items shall be given to the City Clerk and made part of the record. If anyone is interested in discussing an issue further or ask additional questions, individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

Jack Carall wanted to pull Items 5 to 24. He would like to speak on all the items.

Phyllis Scheffler spoke of her problems with the permitting process within the City of Palm Coast.

Toni Mayes owner of Peace by Pieces spoke of her foundation.

Gary Perkins thanked the City for meeting with the Young Professionals Group about economic improvements young entrepreneur thanked him for support.

Jeffrey Sai was concerned about the DRI Palm Coast Park Development Order and how this will affect the wetlands.

Doyle Lewis, a homeless advocate, stated there was a need in the County for assistance for the homeless population.

Michael Ciello was in favor of the City purchasing the Marina.

Steve Carr was concerned about the new developments being built on Palm Harbor Parkway and the impact it will have on Florida Park Drive. He spoke of the harm of the pollution having on the children and the elderly. He questioned the traffic analysis studies.

Mayor Klufas suggested that the Citizens Academy item be moved before consent in order for those citizens continue with their day. He did a brief overview of the items.

E. MINUTES

1. MINUTES OF THE CITY COUNCIL: OCTOBER 1, 2019 BUSINESS MEETING OCTOBER 8, 2019 WORKSHOP

Pass

Motion made to approve by Council Member Branquinho and seconded by Council Member Howell, II

Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II

F. PROCLAMATIONS AND PRESENTATIONS

2. PRESENTATION-2019 INTRACOASTAL WATERWAY CLEANUP EVENT RESULTS

Jordan Meyers presented Council with a presentation of the 2019 Intracoastal Waterway Clean-up. Vice Mayor Klufas enjoys the event and thanked all the volunteers. Council Member Cuff enjoyed the event very much and the sense of community. Council Members Branquinho and Howell also thanked volunteers.

3. PROCLAMATION DOMESTIC VIOLENCE AWARENESS MONTH

Vice Mayor Klufas presented the Domestic Violence Awareness Proclamation to members of the Family Life Center. Gary read a statement into the record and thanked the City for the opportunity to bring awareness to the community.

4. PROCLAMATION MENTAL HEALTH AWARENESS

Council Member Cuff presented the proclamation to Peace by Pieces. Suzanna Urban lost her son to suicide last year and thanked the City for their support. Council Member Branquinho thanked them for the presentation. The agenda moved to H25.

G. CONSENT

5. RESOLUTION 2019-XX APPROVING THE CULTURAL ARTS GRANTS FOR THE FISCAL YEAR 2019-2020

Vice Mayor Klufas asked the Council whether or not to pull the items from the Consent Agenda.

Mr. Carall was concerned about the Cultural Grants and what projects they will be working on.

Mr. Klufas reviewed some of the companies that are parties to a master service agreement.

Pass

Motion made to approve by Council Member Cuff and seconded by Council Member Branquinho

Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II

6. RESOLUTION 2019-XX APPROVING A WORK ORDER WITH POND & COMPANY FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT PLANT #1 ADMINISTRATION BUILDING

7. RESOLUTION 2019-XX AUTHORIZING A BANK LOAN WITH CENTERSTATE BANK FOR THE PURPOSE OF FINANCING STORMWATER IMPROVEMENT

8. **RESOLUTION 2019-XX APPROVING MODIFICATION #3 TO THE AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF A GENERATOR AT CITY HALL**
9. **RESOLUTION 2019-XX APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT WITH CATERPILLAR FOR THE PURCHASE OF THE CITY HALL GENERATOR**
10. **RESOLUTION 2019-XX APPROVING CONTINUING SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR BUILDING INSPECTION AND PLAN REVIEWER SERVICES**
11. **RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR CITYWIDE TRAFFIC ENGINEER SERVICES**
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Pass

Motion made to approve by Council Member Howell and seconded by Council Member Branquinho

Approved - 4 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Eddie Branquinho, Council Member Jack Howell, II

H. OTHER BUSINESS

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Joe Hempling spoke against 5G.

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George Mayo was upset to learn about Beau Falgout's departure. He wanted to know why we are losing good people.

Mr. Klufas spoke to the citizens' questions and concerns of public participation.

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*Council Member Branquinho spoke comforting words for Mayor Holland.
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Show Gala that will assist the Domestic Violence Center.*

K. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

No Report

L. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

No report

M. ADJOURNMENT

Motion by Council Member Branquinho to adjourn the meeting.

The meeting adjourned at 10:25 a.m.

*Kathleen E. Settle, CMC
Deputy City Clerk*



**City of Palm Coast
Minutes
COUNCIL WORKSHOP**

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoastgov.com

**Mayor Milissa Holland
Vice Mayor Nick Klufas
Council Member Eddie Branquinho
Council Member Robert G. Cuff
Council Member Jack D. Howell, II**

Tuesday, October 29, 2019

9:00 AM

CITY HALL

City Staff

**Matthew Morton, City Manager
William Reischmann, City Attorney
Virginia A. Smith, City Clerk**

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A CALL TO ORDER

Vice Mayor Klufas called the meeting to order at 9:00 a.m.

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

Ms. Settle called the roll. All members were present. The Mayor attended via telephone.

D PUBLIC PARTICIPATION

Phyllis Scheffler spoke of contractor, John Costa. She felt he is not the only bad contractor receiving permits in Palm Coast that are not correct. She reviewed her issues with the permitting department and felt others should be protected from scams.

Vice Mayor Klufas thanked Ms. Scheffler for advocating for herself and the elderly that may be getting taken advantage in similar circumstances.

E PRESENTATIONS

1 PRESENTATION FLORIDA PARK DRIVE IMPROVEMENTS

Mr. Carl Cote, Sans Lassister and Beth Dawson gave a presentation to Council regarding Florida Park Drive. Topics discussed included noise levels; the standards of noise and air pollution; the ability to enforce a no truck ordinance; landscaping options; ownership of the lots at the canal ends; timing for resurfacing; monitoring truck traffic after implementation; grant funding and where the grant would be applicable; noise quality is effected by speed; truck traffic being the fundamental problem.

2 PRESENTATION - PUBLIC PRIVATE PARTNERSHIP REQUEST FOR SOLUTIONS

Mr. Donald Kewley gave a presentation regarding Fibernet Infrastructure. Topics discussed included the process; revenue streams; city owned property not being beholding to a private entity; avoiding future costs to the residents; the regulating body that governs fiber; USDA funds opportunity depending on population; how to approach the legislature; negotiations to include a safe guard for the City; Magellan providing the due diligence; increasing the public value to homes and the citizens; the need for the Magellan Partnership; and the need for staff and the cost associated with staff.

F WRITTEN ITEMS

3 RESOLUTION 2019-XX APPROVING A REQUEST TO THE STATE OF FLORIDA FOR AN EASEMENT TO CONSTRUCT PART OF THE LEHIGH TRAIL TRAILHEAD

Jose Papa gave a presentation to Council. Topics discussed included the location of the easement and the need for restrooms on Lehigh Trail Trailhead. This item will be continued at the next Business Meeting.

4 RESOLUTION 2019-XX APPROVING A GRANT AGREEMENT FOR THE PURCHASE AND INSTALLATION OF GENERATORS AT 5 PUMP STATIONS

Garann Hopkins and Mary Kronenberg gave a history of the item. This item will be continued at the next Business Meeting.

5 RESOLUTION 2019-XX APPROVING A WORK ORDER WITH MCKIM & CREED, INC. FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE HAZARD MITIGATION GRANT FOR THE INSTALLATION OF GENERATORS FOR 5 PUMPS STATIONS

Garran Hopkins and Mary Kronenberg gave a brief overview. They reviewed a map with their locations. This item will be continued at the next business meeting.

6 RESOLUTION 2019-XX APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF 526 MANHOLE DISHES FOR THE WASTEWATER COLLECTION SYSTEM

Danny Ashburn gave a brief overview of the item. This item will be continued at the next Business Meeting.

7 RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH G.E.M. STONE CONTRACTORS INC. AND S.E. CLINE CONSTRUCTION, INC. FOR EMERGENCY INSTALLATION OF REPLACEMENT PEP TANKS

Danny Ashburn gave a brief overview of the item. This item will be continued at the next Business Meeting.

8 RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH ALPHA GENERAL SERVICES, INC. FOR EMERGENCY REPLACEMENT PEP TANKS

Mr. Morton gave a brief overview of the item. This item will be continued at the next Business Meeting.

9 RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR DISASTER FINANCIAL RECOVERY CONSULTANT SERVICES

Mr. Morton gave a brief overview of the item. This item will be continued at the next Business Meeting.

10 RESOLUTION 2019-XX APPROVING AN OPTION AND GROUND LEASE AGREEMENT WITH DIAMOND TOWERS V LLC FOR CONSTRUCTION OF A TELECOMMUNICATIONS TOWER AT PALM COAST FRIEDA ZAMBA POOL

Mr. Morton gave a brief overview of the item and covered that the site location may change. This item will be continued at the next Business Meeting.

11 RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH TETRA TECH, INC., AND DEBRISTECH, INC., FOR DISASTER MONITORING SERVICES

Matthew Mancill gave a brief overview of the item. This item will be continued at the next Business Meeting.

12 RESOLUTION 2019-XX APPROVING A MASTER SERVICES AGREEMENT WITH STRICKLAND SOD FOR SOD MATERIALS AND SOD INSTALLATION

Carl Cote gave a brief overview of the item. This item will be continued at the next Business Meeting.

13 RESOLUTION 2019-XX APPROVING MASTER SERVICES AGREEMENT WITH MULTIPLE FIRMS FOR DIRECTIONAL BORING SERVICES

Steve Flanagan and Pete Roussell gave an overview of the item. This item will be continued at the next Business Meeting.

14 RESOLUTION 2019-XX APPROVING PIGGYBACKING THE STATE OF FLORIDA CONTRACT WITH PETROLEUM TRADERS CORPORATION TO PURCHASE BULK FUEL, GASOLINE AND DIESEL PRODUCTS

Matthew Mancill gave an overview of the item. This item will be continued at the next Business Meeting.

G PUBLIC PARTICIPATION

Phyllis Scheffler spoke about the lack of concern from some Council Members.

Steve Carr thanked Council for the recent work on Florida Park Drive.

Celia Pugliese thanked everyone for the work on Florida Park Drive. She appreciates staff: Chief Forte, Mr. Schottey; Mr. Tyner and Ms. Johnston. She asked Council to keep the citizens quality of life.

Denise Calderwood spoke of the homeless population and hoped to engage the homeless people as part of the Cultural Grants from Family Matters.

H DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

Vice Mayor Klufas asked if Mr. Morton could talk to staff about possibly changing the workshop meeting to one meeting a month and possibly move the meetings to later in the afternoon or 5:00 p.m. It was the consensus of Council for Mr. Morton to bring back options for consideration.

Since Hurricane Matthew, Mayor Holland reported the state does not look at PEP Tank areas as an immediate area of concern for FPL. The City of Palm Coast has one of the largest pep tank systems in Florida. She hoped for the State to recognize PEP Tank areas as an emergency such as, nursing homes and hospitals.

Mayor Holland asked that staff start thinking of putting up holiday decorations on Palm Coast Parkway. Last year, she received comments from citizens that we were missing some holiday cheer by not having anything up

I DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

No report.

J DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Mr. Morton spoke to Brian Matthews. Mr. Matthews spoke to him about mowing swales on vacant lots and possibly moving forward to bill property owners when the City needs to mow the swales. He would like to research the possibility.

He updated Mayor and Council on Palm Coast Connect.

K ADJOURNMENT

Motion by Council Member Howell to adjourn the meeting at 11:11 a.m.

Respectfully submitted,

*Kathleen E. Settle, CMC
Deputy City Clerk*

City of Palm Coast, Florida Agenda Item

Agenda Date :10/29/2019

Department	CITY CLERK	Amount
Item Key	7310	Account
Subject	PROCLAMATION DIABETES AWARENESS MONTH	
Background :	Advent Health has requested the City proclaim November as Diabetes Awareness Month.	
Recommended Action :	PRESENT PROCLAMATION DECLAIRING NOVEMBER AS DIABETES AWARENESS MONTH.	



WHEREAS, the American Diabetes Association estimates that nearly 30 million people in the United States are afflicted with or affected by diabetes and another 86 million are still at risk for developing Type 2 of the disease over the next decades; and

WHEREAS, having diabetes elevates the risk of heart disease, amputation, kidney failure and blindness, causing serious hardship for families across, not only our County, but also our State and Nation; and

WHEREAS, diabetes screenings and self-management education will help individuals in the recognition of the symptoms of diabetes and provides an opportunity to follow suggestions for living a quality lifestyle; and

WHEREAS, the International Diabetes Federation has established November 14, 2019 as World Diabetes Day to educate citizens on ways to predict if someone is at risk for the disease, to help recognize the symptoms of diabetes and to follow suggestions for living a quality lifestyle while they endure the affliction; and

WHEREAS, The City of Palm Coast and AdventHealth Palm Coast together recognize that the growing number of diabetics in our community make a strong case for devoting more resources to helping to find a cure, provide screenings, education and support in the required lifestyle changes; and

WHEREAS, AdventHealth Foundation Palm Coast has formed the DiaBEATes Alliance. This Alliance represents City of Palm Coast, Flagler County Schools, Flagler County Health Department, Flagler County Free Clinic, City of Palm Coast Fire Stations and EMT Teams, many corporate and private citizens that are all dedicated to beating Diabetes; and

WHEREAS, the Alliance will kick off November “**Diabetes Awareness**” efforts in Palm Coast by flying the Alliance flag, distributing Diabetes Resource Bags, Lighting up the town Blue, and a logo campaign throughout the County to continue efforts to raise awareness and educate our community.

NOW, THEREFORE, BE IT PROCLAIMED, by the City of Palm Coast Mayor and City council do hereby recognize November 14, 2019 as “World Diabetes Day” and proclaim November 2019 as

“DIABETES AWARENESS MONTH”

in Palm Coast to increase community awareness of the risk factors and symptoms related to diabetes in order to improve the likelihood that people with diabetes will seek medical attention to avoid the devastating complications of the disease.

Adopted this 4TH day of November 2019.

ATTEST:

CITY OF PALM COAST

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date: 11/05/2019

Department	CITY CLERK	Amount
Item Key	7323	Account
		#
Subject	PROCLAMATION BE LOCAL , BUY LOCAL MONTH	
Background :	The City of Palm Coast receives a portion of three different sales taxes collected when we purchase goods and services locally. The amount of sales tax returned to the City amounted to \$8.1 million in 2018. These funds help pay for important community projects such as the Community Center and Holland Park, as well as, street improvements, sidewalks and more.	
Recommended Action :	PRESENT PROCLAMATION DECLARING NOVEMBER 2019 AS BE LOCAL, BUY LOCAL MONTH	



PROCLAMATION

WHEREAS, The City of Palm Coast, Florida, is a “Be Local Buy Local” kind of community, where we promote small, local businesses and the contributions they make to our economy and community; and

WHEREAS, our community receives a portion of three different sales taxes collected when we purchase goods and services locally. Last year, the amount of sales tax returned to the City amounted to \$8.1 million, up from \$7.6 million in 2017; and

WHEREAS, this money helps pay for important community projects such as the Community Center and Holland Park. It also pays for street improvements, sidewalks, and more; and

WHEREAS, if every resident of Palm Coast spends \$25 at a local business on any given day, it would infuse \$1.462 million into our local economy! and

WHEREAS, on Nov. 30th, as the holiday shopping season kicks into high gear, Small Business Saturday will be celebrated by many who are dedicated to supporting small businesses; and

WHEREAS, founded by American Express in 2010, this day is celebrated each year on the Saturday after Thanksgiving. Since it started in 2010, consumers have reported spending an estimated \$103 billion across all Small Business Saturdays combined. 2019 marks the 10th annual Small Business Saturday; and

WHEREAS, according to the U.S. Small Business Administration, most recent figures show there are currently 30.7 million small businesses in the United States; they represent 99.7 percent of all businesses with employees in the United States and are responsible for 64.9 percent of net new jobs created since 2000; and

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and the City Council of the City of Palm Coast, Florida, the month of November 2019, as

“BE LOCAL, BUY LOCAL MONTH”

Signed this 5th day of November 2019.

CITY OF PALM COAST, FLORIDA

Witnessed by:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date :

Department	CITY CLERK	Amount
Item Key	7311	Account
		#
Subject	PROCLAMATION AMERICA RECYCLES DAY	
Background :		
Recommended Action :	PROCLAIM NOVEMBER 15, 2019 AS AMERICA RECYCLES DAY	



PROCLAMATION

WHEREAS, Palm Coast recognizes the importance of protecting and preserving our natural resources and adopting conscientious habits that will improve our daily lives and bring about a cleaner, economical and more sustainable environment; and

WHEREAS, although there has been a significant increase in the amount of recycling in Palm Coast to date, with the national recycling rate reaching 34%, we must also continue to focus on our initiatives such as waste reduction, composting, the reuse of product and materials,

WHEREAS, by encouraging businesses, state agencies, nonprofit organizations, schools and individuals to celebrate America Recycles Day 2019, we can further promote recycling as a daily, environmentally efficient, and economically smart habit; and

WHEREAS, state and community leaders can help encourage recycling by informing citizens about local recycling options, they can also help foster greater awareness of the need to expand collections programs by promoting the benefits of recycling for the environment and all of its inhabitants; and

WHEREAS, it is important that all Palm Coast citizens become involved in recycling activities and learn more about the many environmentally friendly recycled and recyclable products available to them as consumers; it is also fitting for Palm Coast to celebrate America Recycles Day 2019 and take action by educating citizens and businesses about the recycling options available in our community and

NOW, THEREFORE, BE IT PROCLAIMED, by the City of Palm Coast Mayor and City Council, do hereby recognize November 15, 2019

“AMERICA RECYCLES DAY”

Signed this 5TH day of November 2019.

ATTEST:

CITY OF PALM COAST

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date : 11/05/2019

Department	CITY CLERK	Amount
Item Key	7339	Account
		#
Subject	ORDINANCE 2019-XX AMENDING CHAPTER 44, TRAFFIC AND VEHICLES AND AMENDING SECTION 2-227 SCHEDULE OF VIOLATIONS OF THE CITY OF PALM COAST CODE OF ORDINANCES	
Background :	<p>This item was presented to Council at their October 29, 2019 Workshop under the presentation updates to Florida Park Drive. The City Attorney has added clarifying language, as per Council's request, to Section 44-306 Penalties relating to enforcement, as shown in the attached Ordinance as underlined.</p> <p>For many years there has been heavy traffic on some City residential streets, including Florida Park Drive. The City wishes to balance the needs of commerce and commercial traffic against the negative impacts of heavy traffic on the City's roadways and neighborhoods, including, but not limited to, the safety of pedestrians and bicyclists and the reduction of noise, pollution, and excessive wear and tear on City streets.</p> <p>The City has conducted traffic studies on traffic throughout the City and more specifically on Florida Park Drive. In order to alleviate the heavy traffic on certain streets in Palm Coast, staff is proposing regulations for through traffic on certain residential streets. Section 316.008(1)(g), Florida Statutes, grants authority to the City to restrict the use of streets and highways under the City's jurisdiction.</p>	
Recommended Action :	ORDINANCE 2019-XX AMENDING CHAPTER 44, TRAFFIC AND VEHICLES AND AMENDING SECTION 2-227 SCHEDULE OF VIOLATIONS OF THE CITY OF PALM COAST CODE OF ORDINANCES	

ORDINANCE 2019-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING CHAPTER 44, TRAFFIC AND VEHICLES, *CODE OF ORDINANCES OF THE CITY OF PALM COAST*, TO CREATE A NEW ARTICLE VI, THROUGH TRAFFIC ON RESIDENTIAL STREETS, TO REGULATE TRAFFIC IN AND ON CERTAIN RESIDENTIAL STREETS; DESIGNATING CERTAIN STREETS AS TRUCK ROUTES; AND AMENDING SECTION 2-227 SCHEDULE OF VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 316.008(1)(g), Florida Statutes, grants authority to the City to restrict the use of streets and highways under the City's jurisdiction; and

WHEREAS, the City wishes to balance the needs of commerce and commercial traffic against the negative impacts of heavy traffic on the City's roadways and neighborhoods, including, but not limited to, the safety of pedestrians and bicyclists and the reduction of noise, pollution, and excessive wear and tear on City streets; and

WHEREAS, for many years there has been heavy traffic on some City residential streets, including Florida Park Drive; and

WHEREAS, the City has conducted traffic studies on traffic throughout the City and more specifically on Florida Park Drive; and

WHEREAS, in order to alleviate the heavy traffic on certain streets in Palm Coast, City Council finds it necessary to implement regulations for through traffic on certain residential streets.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. AMENDMENT TO SECTION 44 TRAFFIC AND VEHICLES, OF THE *CODIFIED CODE OF CITY ORDINANCES*. Chapter 44 of the *Code of Ordinances*

of the City of Palm Coast is amended to add Article VI, Through Truck Traffic on Residential Streets, Sections 44-300 through 44-306, as follows:

(44-301) Definitions.

Heavy truck, as used in this Article VI, shall be defined as:

1. Any truck with four (4) or more axles, including an attached trailer, if any; or
2. Any truck with a gross weight in excess of 8,000 pounds.

Residential Street, as used in Article VI, shall be defined as a roadway bordered by residential properties that access the residential street; including, but not limited to, direct driveway access from the individual private residential properties to the street.

Prohibited Street, as used in this Article VI, is a roadway described in Section 44-302.

No Truck Zone, as used in this Article VI, is a Prohibited Street, from the beginning to the end of the Prohibited Street, unless more particularly designated by signage.

44-302 Prohibition. It is unlawful to operate or permit to be operated any Heavy Truck, as defined herein, upon the following Prohibited Streets in the City, provided that the Prohibited Streets shall be properly posted to reflect this restriction:

1. Any Residential Street within the limits of the City of Palm Coast.
2. Any street where the City of Palm Coast has erected “No Truck” signage.

(44-303) *Exceptions.* The restrictions set forth in this Article VI shall not apply to the following:

1. Any Heavy Truck making a delivery or providing services to or from a location in or abutting the No Truck Zone, which location would otherwise be inaccessible by such vehicle.
2. The operation of a Heavy Truck where necessary to reach the Heavy Truck driver's personal residence. This exception shall not authorize the parking of a Heavy Truck in front of a personal residence or at any location otherwise prohibited under this Code.
3. Public service or other government-owned vehicles.
4. Emergency vehicles.

(44-304) *Heavy Truck Routes Established.*

1. The City thoroughfares of Matanzas Woods Parkway, Palm Coast Parkway, Belle Terre Parkway, Palm Harbor Parkway, Pine Lakes Parkway, Royal Palms Parkways, Whiteview Parkway, Seminole Woods Boulevard, Old Kings Road, Citation Boulevard, Belle Terre Boulevard, US 1, SR 100, and Colbert Lane are hereby designated as Heavy Truck routes.
2. All Heavy Trucks traveling in the City shall travel on a designated Heavy Truck route and may deviate from the Heavy Truck route only as allowed in §44-303 herein.

(44-305) **Conflicts.**

1. Chapter 316, Florida Statutes, known as the "Florida Uniform Traffic Control Law", is applicable in the City of Palm Coast, Florida, and supersedes this division in the event of any irreconcilable conflict.

(44-306) **Penalties.**

A violation of this section shall be classified as a Class III violation and shall be subject to the fines in Section 2-227 of the City's *Code of Ordinances*. [Further, violation of corresponding signage may be enforced as a violation of Section 316,074, Florida Statutes.](#)

SECTION 3. AMENDMENT TO SECTION 2-227 SCHEDULE OF VIOLATIONS

This section is hereby amended to include a violation classification for Heavy Trucks driving in violation of Article VI Through Truck Traffic on Residential Streets. Heavy Trucks in violation of this Article VI shall be deemed a Class III violation.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this 5th day of November 2019.

Adopted on second reading after due public notice and hearing this 17th day of November 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

William Reischmann Jr. Esq.
City Attorney

City of Palm Coast, Florida Agenda Item

Agenda Date: 11/05/2019

Department	PLANNING	Amount
Item Key	7292	Account
Subject	ORDINANCE 2019-XX AN AMENDMENT TO THE OARE MASTER PLANNED DEVELOPMENT-DEVELOPMENT AGREEMENT (MPD-DA) TO EXTEND DEADLINE FOR SUBMITTAL OF PRELIMINARY PLAT, TO BRING CONSISTENCY WITH LDC AND OTHER HOUSEKEEPING ITEMS	
<p>Background: The owner, Oare Associates, LLC, through its agent, is requesting a Third Amendment to the Development Agreement for a 1,013.36 +/- acre existing Master Planned Development (MPD) known as the Oare MPD. The subject property is located south of State Road 100, north and west of Belle Terre Boulevard and east of US 1. The request is to extend the time limit to file preliminary plats as specified in Section 5.1 of the MPD Agreement. The amendment will also amend the landscape buffer requirement along Belle Terre Blvd. to be consistent with the Land Development Code (from 35' to 25'). Other amendments will update out-dated references related to contact information for the owner, as well as reference to "Florida-Friendly" landscaping rather than "Xeriscaping".</p> <p>The Oare MPD was first rezoned in 2005 to PUD via Ordinance 2005-45, and was amended by Ordinance 2009-16. The Development Agreement allows for a 724-unit continuing care adult community consisting of single family and multifamily attached and detached dwellings, an Assisted Living Facility, an Extended Care Facility, single family estate lots, and supporting neighborhood commercial land uses. Of the tracts that were identified in the MPD, Tract 1 has been developed into the planned Assisted Living Facility (Princeton Village formerly Benton Village).</p> <p>Previous amendments in 2009 and 2014 extended the time to file preliminary plats and updated several of the development standards and requirements for conformance with the adopted Land Development Code (LDC).</p> <p><u>Analysis:</u> The proposed amendments do not materially change the objectives of the project of creating a continuing care adult retirement community. There are no proposed changes to the number of units and development requirements will be consistent with the adopted Land Development Code.</p> <p>Staff finds that the amended MPD agreement remains consistent with the goals, objectives, and policies of the Comprehensive Plan as well as the Land Development Code.</p> <p><u>Planning and Land Development Regulation Board (PLDRB) Public Hearing</u> The PLDRB held a public hearing on October 16, 2019 for the proposed amendment. There were no comments from the public or the PLDRB and the PLDRB voted to recommend approval.</p>		
Recommended Action: ADOPT ORDINANCE 2019-XX AN AMENDMENT TO THE OARE MASTER PLANNED DEVELOPMENT-DEVELOPMENT AGREEMENT (MPD-DA) TO EXTEND		

DEADLINE FOR SUBMITTAL OF PRELIMINARY PLAT, TO BRING CONSISTENCY WITH LDC AND OTHER HOUSEKEEPING ITEMS

**ORDINANCE 2019-XX
THIRD AMENDMENT TO THE OARE MASTER PLANNED
DEVELOPMENT (MPD) DEVELOPMENT AGREEMENT (DA)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMCOAST, FLORIDA, AMENDING AND RESTATING THE OARE MASTER PLANNED DEVELOPMENT (MPD) DEVELOPMENT AGREEMENT FOR PROPERTY CONSISTING OF APPROXIMATELY 1013.36+/- ACRES, GENERALLY LOCATED SOUTH OF STATE ROAD 100, NORTH AND WEST OF BELLE TERRE BOULEVARD, AND WEST OF THE QUAIL HOLLOW SUBDIVISION; PROVIDING FOR AN EXTENSION TO THE TIME LIMIT IN WHICH TO SUBMIT PRELIMINARY PLATS IN SECTION 5.1; ALONG WITH HOUSEKEEPING AMENDMENTS FOR CONSISTENCY WITH THE LAND DEVELOPMENT CODE; AND DELETING OUTDATED REFERENCES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the owner of certain real property, totaling approximately 1,013.36+/- acres in size attached as Exhibit A generally located south of State Road 100, north and west of Belle Terre Boulevard, and west of the Quail Hollow Subdivision, petitioned the City of Palm Coast for a Second Amendment to the previously approved Master Planned Development (“MPD” Agreement pursuant to the controlling provisions of State law and the applicable codes and ordinances of the City of Palm Coast and

WHEREAS, the timeframes in which to commence and complete development as originally stated in the MPD Development Agreement have not been achieved; and

WHEREAS, the applicant has requested a new development timetable; and

WHEREAS, City staff has reviewed and has subsequently recommended approval of the application; and

WHEREAS, on the 16th day of October, 2019, the Planning and Land Development Regulation Board (PLDRB) recommended that the application be approved; and

WHEREAS, the City Council has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of City staff, and the recommendation of PLDRB; and

WHEREAS, the City Council or the City of Palm Coast held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and recommendations of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis data and analysis, and the recommendation of the Planning and Land Development Regulation Board and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder, and

WHEREAS, the Amended and Restated Oare Master Planned Development (MPD) Development Agreement (EXHIBIT “A”) provides for revised time frames in which to submit preliminary plats and the clean-up of out-dated language, as well as updates based on changes in the Land Development Code (LDC); and

WHEREAS, the City Council of the City of Palm Coast hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

SECTION 2. Amended and Restated Oare Master Planned Development - Development Agreement (MPD-DA)

The Amended and Restated Oare MPD DA and its exhibits attached hereto as EXHIBIT “A”, with all appropriate signatures and joinders, is hereby adopted and approved by the City Council of the City of Palm Coast and shall constitute the regulations for the specific MPD District. The DA shall be recorded in the Official Records of Flagler County, Florida, by the City Clerk.

SECTION 3. Conflicts. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this ____ day of _____ 2019.

Adopted on the second reading after due public notice and hearing this _____ day of _____ 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

EXHIBIT "A"
AMENDED AND RESTATED OARE MPD-DA
(THIRD AMENDMENT TO THE DA)

OARE MASTER PLANNED DEVELOPMENT
~~SECOND~~THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT

1.0 Introduction

This is the ~~second~~third amendment to a Master Planned Development Agreement (MPD Agreement) and is part of the process of administering the Master Planned Development ("MPD") in order to develop a mixed use Continuing Care Retirement Community (the "Project") located on approximately one thousand one hundred thirteen and thirty-six one hundredths (1,013.36±) acres of land generally north and west of Belle Terre Boulevard in the Quail Hollow Subdivision and South of State Road 100, in the City of Palm Coast, Florida, and more particularly described on attached Exhibit "A." The project site consists of approximately three hundred eighty-eight and one-half (388.5+) acres of uplands and six hundred and twenty five (625) acres of wetlands. These totals result in the allowance of three hundred and eighty-eight (388) credits in the upland area (one (1) credit per acre) and one hundred and fifty-six (156) credits in the wetlands area (one (1) credit per four (4) acres) for a total of five hundred and forty-four (544) development credits (excluding the Assisted Living Facilities and Nursing Home Facilities). The three hundred eighty-five (388) acres of uplands lie within the Greenbelt designation on the Future Land Use Map (FLUM) of the *City of Palm Coast Comprehensive Plan*. Pursuant to Policy 1.1.2.4 of the *City of Palm Coast Comprehensive Plan*, in order to allow for clustering of residential units to create a rural community and minimize the need for extensive infrastructure, the Greenbelt land use designation may include MPDs having lot sizes of less than one (1) acre with common open spaces provided that the development's overall density does not exceed one (1) unit per acre.

The Property is owned by Oare Associates, LLC, a Florida limited liability company (the

"Owner"). The Applicant is also Oare Associates, LLC (Applicant"). For purposes of this application, the Applicant's address is Shuffield, Lowman & Wilson, P.A., 203 E. Rich Avenue, DeLand, Florida 42724~~the Law Office of Katz & Green, 1 Florida Park Drive South, Atrium Suite, Palm Coast, Florida 32137~~. The City of Palm Coast Unified Land Development Code, ("LDC"), building codes, and other land development regulations of the City of Palm Coast ("City"), as may be amended from time to time, will be applicable to the Property unless otherwise stated herein.

2.0 Project Description

2.1 General: The Project shall be a mixed use, specifically a continuing care adult retirement community MPD developed in separate phases. The Project will consist of (a) a nineteen and thirty-two one hundredths (19.32) acre parcel with not more than eighty (80) units of Assisted Living and/or independent living residences (completed in 2008), (b) a two and two-tenths (2.2) acre Reserved Parcel, (c) a six and six-tenths (6.6) acre extended care facility parcel with no more than one hundred and twenty (120) units, (d) a one hundred and seventy-one (171) acre Active Adult Community comprising of five hundred and four (504) units with an Amenity Center and (e) one hundred and twelve (112) acres on which a twenty (20) Single Family Estate Lot development will be developed, consisting of three (3) to five (5) acre estate sized lots, with a minimum lot size of three (3) acres, as depicted on the Conceptual Site Plan attached hereto as **Attachment "A."** The Assisted Living Facility, the Reserved Parcel (Tract 2) and the extended care facility (Tract 3) shall be platted lots with private streets and the Owner shall create a property owners association to manage and maintain the private streets and other areas. The Active Adult Community shall consist of a mix of detached single-family, attached single-

family, multi-family building, or combination thereof sold as condominium units in accordance with the laws of the State of Florida relating to condominiums to include, but not be limited to, the establishment of a condominium association by the Owner. The Owner shall create a homeowners association for the estate lots which lots will be located on private streets. The development plan for the Project is outlined below, as depicted on the MPD Conceptual Site Plan, **Attachment "A"**. The Property will be subdivided into six (6) tracts, identified on **Attachment" A"** which shall correspond with the land uses identified in Section 3.0 of this MPD Agreement.

This Project is one that is encouraged under the *City of Palm Coast Comprehensive Plan*, as it provides an opportunity for "aging in place" developments for senior citizens. The Project provides several progressive forms of residential housing opportunities, based upon a continuum of care, from totally independent living, through assisted living. The appropriate amount of neighborhood commercial to support these uses will lessen the trips that would otherwise burden Belle Terre Boulevard. The Project is consistent with the City's planning objective in addressing the City's major need in providing additional housing for the elderly under the *City of Palm Coast Comprehensive Plan Housing Element Policy 3.2.2.2* which states:

"The City shall encourage the development of continuum care facilities, which would allow residents to age-in-place and transition from single family residential structures to assisted living and then to a nursing home within the same development site. This can be provided through a variety of potential mechanisms including, but not limited to, the following:

- A. *Financial contributions;*
- B. *Expedited Plan review and permitting;*
- C. *Density Bonuses;*
- D. *Specify continuing care facilities as an allowable use within a multi-family or the Village Center zoning district;*
- E. *Innovative development standards created as part of a MPD Agreement; and*
- F. *Other regulations intended to reduce building and development costs."*

Consistent with that Policy, contingent density bonuses are being granted, but the total density of seven hundred and fifty-four (754) units, consisting of both five hundred and forty-four (544) dwelling units, a maximum of (60) bed units on Tract 1 and 120 units on Tract 3, on a gross acreage of one thousand one hundred thirteen and thirty-six one hundredths (1013.36) +/- acres is still less than one (1) unit per gross acre, and less than four (4) units per acre, net of Tract 6A and 6B which are the Open Space parcels. Also, consistent with that Policy, and in consideration of the density bonuses granted by the City to the Owner/Applicant, the Owner agrees for itself and its successors and assigns, that the property owners within the MPD shall have a priority to reserve space within the next level of transitional continuum residence on a "first in time/first in place" basis over any prospective resident meeting the same criteria who is not a property owner in the MPD. Such priority shall be on the same terms and conditions as would be available to residents from outside the MPD.

3.0 Land Use Areas

3.1 General: The Project will be made up of the following land uses the locations of which are shown on the Conceptual site plan as Attachment "A".

A. Assisted Living Facility (ALF) Tract 1: The nineteen and thirty-two hundredths (19.32) ± acre ALF Tract, identified as Tract "1", shall contain a mix of sixty (60) Assisted Living Facility bed units with twenty (20) independent living residences, with the total combination not to exceed eighty (80) units. Said development shall follow the development guidelines identified in the Table of Site Development Requirements located in Section 5.3 of this MPD Agreement. The term "bed units" relating to Tract 1 means "an average of one and one-half (1.5) beds per bed unit", but not to exceed' ninety

(90) beds (completed in 2008).

B. Reserved Parcel Tract 2: The 2.2 acre Reserve Parcel is an integral part of the Project. The proposed use by the Owner at this time is neighborhood commercial.

C. Extended Care Facility (ECF): The ECF Tract, identified as Tract "3" shall contain six and six tenths (6.6) acres with a maximum of one hundred and twenty 120 units of extended care facility use. Said facility shall follow the development guidelines identified in the Table of Site Development Requirements located in Section 5 of this MPD Agreement.

D. Active Adult Community Tract 4 (Age 55 Restricted Community): The one hundred and seventy-one (171)+/-acre Active Adult Community Tract, identified as Tract "4" shall be permitted to contain a maximum of five hundred and four (504) dwelling units as described herein. There will be a unit mix on this tract, containing attached and detached single family, multi-family or a combination thereof. These units may be sold as condominiums in lieu of individual lots in accordance with the provisions of State law. There will be common maintenance and recreation operated by a condominium association for Tract "4". There may be sub-associations if individual condominium projects are developed as part of the unit mix, but no action in creating a sub-association will result in any successor of the Owner being relieved of any obligation set forth in this MPD Agreement. A condominium association shall be established by the Owner in accordance with the provisions of State law.

E. Single Family Estate Lots Tract 5: The one hundred and twelve (112)+/- acre Single Family Tract, identified as Tract 5, shall contain a maximum of twenty (20) single-family estate lots with a minimum lot size of three (3) acres. Said lots shall follow the development guidelines identified in the Table of Site Development Requirements cited in Section 5 of this MPD Agreement.

F. Wetland Mitigation/Open Space Tract 6A & 6B: Seven hundred and two (702) acres, more or less, and except for the twenty-five (25) acres proposed for use as a borrow pit in the general location shown on **Attachment "A"** and the use of which is described below, shall be held in open space and has been dedicated to the City or the St. Johns River Water Management District as a conservation easement ~~on a form acceptable to the City, but, at a minimum, to~~ restricting the uses of the subject conservation easement ~~are~~ in accordance with the provisions of Section 704.06, *Florida Statutes*. As a result of the open space designation, the tract density credits ~~made available to it which credits~~ that were created by the designation are hereby transferred to Tracts "1" thru "5". Tracts 6A and 6B are comprised of wetlands and associated uplands. Notwithstanding the dedication of the conservation easement to the City, Tract 6A and 6B shall be available for mitigation credit to the Owner or its assignees if permitted by the controlling provisions of State law and the appropriate permitting agency of agencies of government. Due to on-site wetlands associated with the *FLUM Conservation* designation, wetlands shall be fully delineated during the platting process. All jurisdictional wetland boundaries, including the upland buffer, shall be depicted on all plats prior to submittal. The Owner may apply for approval of an authorized Mitigation Bank for this site with the St. Johns River Water Management District (SJRWMD). The only non-wetland mitigation development activity that can occur within Tract 6A is a twenty-five (25) acre parcel proposed for use as a borrow pit in the general location shown on **Attachment "A"**, with associated and temporary ingress and egress to service the operation. At such time as the borrow pit operation has been completed, the temporary ingress and egress will be removed and all areas will be restored to their natural state. The borrow pit operation shall be permitted for sixty (60) months from the date of site plan approval by the City. The Owner or its assignees may request that the City permit an

extension of the operating permit if the permitted borrow pit has not been completed within the initial sixty (60) months. At the end of the operating permit or any extensions, the entire open space Tract 6A and 6B (with the exception of any storm water systems operated by the City) shall, at that time, be placed under a conservation easement to the SJRWMD and the City or to just the City if the SJRWMD declines acceptance of the conservation easement. Should the City initiate the creation of nature trails and/or passive recreation within the conservation easement area that does not interfere with the development or security of Tracts 1 through 5, and the City requests the Owner to authorize such improvements to be constructed within the conservation easement area, then the construction on such improvements shall not be unreasonably denied by the Owner and shall be permitted without cost to the Owner and the City shall be granted such easements as may be necessary to implement such usage without compensation to the Owner.

4.0 ULDC Applicability

The requirements of this Section supersede any inconsistent provisions of the *LDC* or other ordinances of the City to the extent of any inconsistency.

A. Wetlands. Minor incidental wetland impacts may occur as permitted by the SJRWMD and the U.S. Army Corps of Engineers (ACOE). Non-impacted wetlands shall be buffered consistent with SJRWMD and City regulations.

a) To reduce erosion, all swales, detention slopes and drainage ways constructed by the Owner shall be vegetated, or sodded. Only those areas needed for development may be cleared. Vegetative cover shall be restored immediately and maintained after construction on all disturbed areas not covered with an impervious surface.

b) Sedimentation of wetlands shall be prevented through adherence to the erosion and sediment control plan to be submitted to the City for its approval.

All jurisdictional wetland boundaries including, but not limited to, the upland buffer shall be depicted on all plats prior to submittal. Wetlands shall be fully delineated on a tract-by-tract basis as development is proposed prior to submittal of conceptual site plans for review by the City and prior to application for environmental permits for each development phase. All jurisdictional wetland areas that are not to be impacted, shall be platted as conservation easements which are dedicated to the City and such other agency(ies) of government as may be appropriate under the controlling provisions of law.

No wetland impacts shall occur without acquiring all necessary City, State and Federal permits.

The Owner shall record conservation easements in favor of the SJRWMD, if it determines to accept same, and the City covering the preserved wetlands. The conservation easements shall be recorded upon recordation of a plat containing the wetlands and/or upland buffer areas, or by instrument and shall be in a form acceptable to the City.

The Owner shall provide to the City a copy of all Federal and State environmental permits prior to any construction activities being undertaken. The Owner shall be required to comply with all terms and conditions of all such permits.

B. Stormwater. The Owner must adhere to the "ITT comprehensive drainage plan", as implemented by the City, which is based upon the pre and post flow to handle the one hundred (100) year storm event. Each tract is being developed with a privately maintained Master Drainage System that shall be constructed as each Tract is developed and approved by the City. Stormwater runoff from the Project, shall be conveyed to on- site stormwater detention systems by means of curb and gutter with an underground drainage pipe system or grassed swales. Pipe, structure materials and locations as well as pipe sizes shall be designed according to sound and

generally accepted engineering principles and practices as approved by the City. Design and construction materials and methods of any off-site improvements associated with the Project shall be subject to the approval of the City. All stormwater systems in the residential tracts (Tracts 4 and 5) shall be maintained by an appropriate association as required to be created by the Owner herein. The stormwater management system on Tracts 1, 2 and 3 shall be maintained by the owners of the respective tracts consistent with the provisions of this MPD Agreement.

A stormwater pollution prevention plan ("SWPPP") shall be attached to and incorporated into the construction and permit documents for all projects constructed within the Project. The SWPPP shall include preconstruction activities and maintenance/inspection procedures. The SWPPP shall be implemented by the Owner upon initiation of construction activities and continue until construction activities have been completed. As part of the SWPPP, Best Management Practices for turbidity and erosion control shall be implemented and maintained at all times during construction activities.

C. Landscaping Standards. General landscaping around parking lots, roadways, entrances, and other common areas shall be landscaped with ornamental and native plant material in accordance with the *LDC*. Flexibility within the Project allows for further refinement of site development, landscaping and preservation of existing vegetation. Within the perimeter buffer areas, trees shall be preserved to the maximum extent feasible for natural screening as determined by the City. Supplemental landscaping shall be required in areas lacking or void of natural vegetation, as specified below. Specific landscape plans will be submitted to the City at the time each tract is submitted for preliminary plat and/or construction plan approval. Street trees shall be planted along all roadways and common areas of the Project in conformance with the PCLDC and the City's Comprehensive Plan. Trees shall be selected from the list of Flagler County Shade Trees and planted approximately fifty feet (50') on center and be eight to ten feet (8-10') tall with a minimum

two inch (2") caliper within the single family portion of the development and twelve to fourteen feet (12-14') tall with a minimum three and one-half inch (3-1/2") caliper for all other tracts and common areas. Cul-de-sacs shall have at least one (1) shade tree in the landscaped center island portion of the street

a. South Buffer: An opaque landscape buffer with supplemental landscaping, at least six feet (6') in height, shall be installed where no natural buffer exists to separate the Project from the residential lots to the south.

b. Belle Terre: A landscape buffer ~~thirty-five (35')~~twenty-five (25')-feet in width shall be provided along the Belle Terre Boulevard boundary. Specimen trees shall be preserved to the maximum extent feasible for natural screening, as determined by the City's Landscape Architect.

Appropriate wildfire mitigation practices shall be employed during construction of the initial infrastructure improvements and shall be completed prior to City approval of the subdivision improvements. All landscape areas shall be regularly maintained by the appropriate association, as created by the Owner asset forth herein, according to standard landscape practices and in accordance with the LDC.

D. Signage

a. Project Signage The Project and its various components may be identified by one (1) double faced or two (2) single faced monument entrance signs located in a landscape and sign easement or tracts or future plats designated for signage at each entrance on Belle Terre Boulevard. Such signs maybe lighted (with lighting directed away from traffic), and, except as provided herein, shall comply with the LDC sign regulations. Directional, identity, and information signs for recreation and other

amenities may be permitted throughout the development. Signs that are external to the Project may not exceed twenty four (24) square feet in sign area and six (6) feet in height. All signage shall be internally consistent and uniform in design.

Tracts 1 through 5 shall each have one (1) double faced monument entrance sign located in a landscape and sign easement at each entrance. All entrance signage shall adhere to the required setbacks, any additional setbacks affected by parking areas, parallel and beyond established rights-of-way, as to to obstruct the line of sight for drivers and pedestrians. The recreation and amenities signage shall not exceed twenty-four (24) square feet in sign area and 6 feet (6') in height. The directional signs shall not exceed eight (8) square feet in sign area and 3 feet (3') in height. Real estate sales signs and construction signs shall be permitted in accordance with the LDC.

b. Signage for Neighborhood Commercial Area: *Fascia or wall signs for multi-use buildings.* One (1) fascia or wall sign per business for the building frontage shall be permitted. Signs in the commercial area shall meet the commercial sign requirements provided for in the LDC.

c. Signage for Belle Terre Boulevard Curve: The Owner shall pay for the installation of such safety signage as the City requires, consistent with the *Manual for Uniform Traffic Control Devices*, to address issues relating to the curve on Belle Terre Boulevard.

E. Site Development Requirements. The dimensional requirements within the Project shall be as set forth in the Table in Section 5.3.

F. Roadways. All roadways within the Project shall structurally comply with the LDC and the City's Comprehensive Plan and shall be curb and gutter urban roads. All internal roads shall be paved at a minimum width, not including bike lanes, of twenty- four feet (24') (including twenty

feet (20') of pavement and two feet (2') of Miami curb on each side). A sidewalk six and one-half feet (6.5') in width shall be built along the portion of Belle Terre Boulevard that abuts the Project. All internal roadways shall have a sidewalk five feet (5') in width on both sides of the roadways. Internal collector roadways shall have a foot bike lane four feet (4') in width on both sides of the roadways or, as an alternative a sidewalk five feet (5') in width on one side of the roadways and a multi- purpose path ten feet (10') in width on the other side of the roadways. All internal roadways shall meet the City's street tree requirements.

a. Tracts 1, 2, and 3 shall have an internal loop roadway. This roadway will remain private. Access easements shall be provided to Tract 2 and Tract 3 on the internal roadway system.

b. Tract 4 shall have private roads and a security gate at its entrance off of the loop road.

c. Tract 5 shall have private roads and may have a gated entrance permitted. For ingress and egress the Owner has acquired a vacant lot 16, Block 10, Section 63, "1 Zonal Court which provides direct access into the "Z" section from Belle Terre Boulevard, along Zonal Geranium Trail.

d. Any irrigation, lighting, and landscaping on any roadway or dedicated right-of-way shall be maintained by the respective association or owners of that tract.

e. Access for provision of utility services and emergency vehicles shall be provided to the City by plat dedication and/or by means of granting an easement as a condition of plat approval.

f. Cul-de-sacs shall have a radius of sixty feet (60'). Up to fifteen feet (15') of the radius may be stabilized with pavers and/or stamped asphalt, subject to construction plan

approval.

g. Tract 1 is proposed to have an access on the inside of the curve on Belle Terre Boulevard. Based upon the *Site Access Evaluation Report* submitted to the City in support of the Project and City staff field observations, sight distance problems currently exist. The Report cites the public safety need for an additional clearance beyond the existing right-of-way of Belle Terre Boulevard, which is eighty feet (80') feet in width, along the north and/or west side. Clearance is required to provide the necessary visibility. A minimum of additional right-of-way totaling six hundred feet (600') in length from both approaches to provide reasonable access into Tract I and additional right-of-way shall be dedicated to the City by the Owner for a combined total minimum length of one thousand two hundred feet (1200') along Belle Terre Boulevard. The Owner or the appropriate association(s) created by the Owner consistent herewith shall maintain the clearance of vegetation to a maximum height of two and one-half feet (2.5') within the additional right-of-way. Turn lanes shall be constructed at the Tract 1 access which shall include: southbound right turn deceleration lane and the northbound left turn center deceleration lane and shall be made part of the bonded improvements. All road improvements must be constructed in accordance with Florida Department of Transportation requirements. The City retains its authority to limit the access if deemed necessary due to safety concerns and/or at time of four-(4) laning of Belle Terre Boulevard.

With respect to the main access point in the balance of the Project the Owner shall include on Belle Terre Boulevard, a westbound right turn lane and an eastbound left turn lane as part of the bonded improvements. Subsequent to the issuance of a development order for Tract 1 and prior to any development orders issued for Tracts, 2, 3, 4 and 5, the Owner

shall deposit its cost of a traffic signal at the Karas Trail/Belle Terre Boulevard entrance and shall bond internal loop/spine roads. The appropriate amount of a traffic signal will be determined by the City. These improvements are not eligible for Transportation Impact Fee credit, since they are direct access improvements and not subject to credit.

G. Stormwater Management System Stormwater drainage systems to be designed as not to create an adverse impact on the existing ITT drainage system designed for the one hundred (100) year storm event. A surface water and stormwater detention system to be approved by the SJRWMD, the Florida Department of Environmental Protection (FDEP), the ACOE, and any other regulatory agencies, and meeting the requirements of the LDC shall be provided. The Owner shall coordinate with the City's Stormwater Management Department and the SJRWMD regarding the existing drainage systems and easements by facilitating and accomplishing restoration activities on the Property as required by the City on any ditches or portions of the Palm Coast community-wide drainage system into Tract 5.

This restoration shall include re-grading existing drainage ditches that drain stormwater runoff from platted sections of Palm Coast that are within the Oare MPD boundaries. Re-grading shall mean shaping the ditches to conform to the original design grades, profiles and include restoring an outfall point that is free of obstructions. Original design specifications shall be provided by the City.

At a minimum twenty per cent (20%) of wet detention ponds shall have a thirty per cent (30%) littoral zone measured relative to pond surface at normal water elevation.

H. Recreation. The Project will meet or exceed the Level of Service Requirements provided for in the Public Recreation and Open Space Element within the City's Comprehensive Plan. The active recreation requirement will be met by the construction of the following:

Tract 4. "The Active Adult Community", has an amenity (recreational) complex shown on the Conceptual Site Plan which will be a minimum of five (5) acres. Specific amenities to be provided may include shuffleboard courts, tennis courts, horseshoe pits, lawn bowling and other age-appropriate amenities including picnic areas and exercise trails. At a minimum, it shall include a swimming pool, tennis courts, no less than a five thousand (5,000) square foot club house with rest room facilities together with the above mentioned amenities.

Tract 5. may have a dedicated walking and/or horse trails along side and rear lot lines. The homeowners will have the ability to stable horses on their property at no more than one horse per acre of total land owned. The stables are solely an accessory use to the single family residence and are therefore not for commercial sale or rent.

Lighting. Decorative pole mounted lighting fixtures no more than thirty feet (30') in height shall be provided throughout the developable portions of the Project. Additional landscape lighting may include low level lighting and occasional accent lighting. Lighting in the commercial area shall be directional in nature so as to not disturb surrounding property owners. The locations of such fixtures shall be further addressed by the applicant upon submission of an application for either site plan or plat review.

I. Habitat: All applications for preliminary plat or site plan shall include a listed species study in accordance with the LDC. No construction shall commence within any gopher tortoise habitat until the Owner has obtained the necessary gopher tortoise permit from the Florida Fish and Wildlife Conservation Commission (FWCC) and complies with all permit conditions. In the absence of a permit, development related activities shall not result in the harming, pursuit, or harassment of wildlife species classified as endangered, threatened, or a species of special concern by either the State or Federal governments in contravention of

applicable State and Federal laws, rules or regulations. The Owner shall provide proper protection to the satisfaction of all agencies with jurisdiction over the matter. The *Preliminary Environmental Assessment Report* is available for review in the City's Community Development Department.

J. Utilities: Available resources exist to supply potable water and provide central sanitary sewage treatment. Water and Sewer line extensions or connections to existing facilities within the right of way shall be made by the Owner in accordance with applicable City and State permit requirements. In addition, the Owner shall construct conduit for the City's fiber optic cables in the right-of-way consistent with standards set by the City. A utility easement ten feet (10') in width adjacent to the edge of the pavement, shall be granted by the Owner to the City and to private utilities crossing the site. Capacity shall be consistent with the City's Comprehensive Plan Levels of Service. The development of Tract 5 shall be concurrent with the provisions of an adequate central potable water and wastewater system, meeting the adopted level of service in the City's Comprehensive Plan. All utilities including conduit for the City's installation of fiber optic cable shall be dedicated to the City upon construction and acceptance by the City. All platted lots shall be served by central utilities. Electric utility facilities shall be constructed underground.

K. Fire Protection. Fire protection requirements for the Project will be met through a system of fire hydrants installed on the site by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all conceptual site plans. The water

requirements for the fire system will be served by the City's Utility Department. The Project shall comply with the City's fire protection requirements.

L. Solid Waste: Solid waste shall be picked up by the licensed residential franchisee in the area. Recycled materials shall be collected according to the format established by the franchisee. Solid waste container locations and sizes are subject to approval of the City.

M. Telephone/Electricity/Cable TV: All utility lines shall be installed underground by the Owner. BellSouth or other licensed provider will supply telephone service and Florida Power and Light will supply electricity. Cable service provided through ~~Bright House or another~~ a licensed provider. All utility cables within the development shall be underground. Meetings with individual utilities have indicated adequate capacity to serve this project.

N. Police Protection: The Flagler County Sheriff's Department or its successor, shall be the entity responsible for law enforcement in the Project and shall be provided with full access. This does not preclude the Owner from providing additional private security.

O. Aquifer Protection: Any abandoned wells discovered prior to or during development shall be properly plugged and abandoned in accordance with SJRWMD's rules and regulations. The Owner shall be responsible for all Floridan Aquifer and intermediate (confined surficial) wells that are discovered before and during development.

P. Water Supply. Water conservation strategies, including ~~Xeriscape-Florida~~ Friendly landscape techniques and low flow plumbing fixtures shall be incorporated into the construction, operation, and maintenance phases of the property, and shall be included in the Covenants and Deed Restrictions as approved by the City. The conservation strategies shall include the following conditions:

a. Within common areas, commercial areas and the continuing care areas, fifty percent (50%) of planted vegetation, by surface area, shall consist of native, drought-tolerant or ~~Xeriscape-Florida Friendly~~ vegetation in all landscaped areas. These plants shall be irrigated separately from the other non-native, higher water usage plantings and xeriscape plantings need not be irrigated, but will require supplemental irrigation to be established. Landscaped areas are defined as any pervious area that will be altered due to development. Wetlands, wetland buffers, vegetative buffers between land uses, stormwater systems and required preservation areas are not included as landscaped areas. Native or drought-tolerant plants includes those in the SJRWMD's *Waterwise Florida Landscapes*, the Florida Native Plant Society's list of native landscape plants for Flagler County, *A Gardner's Guide to Florida's Native Plants* (Osorio 2001), or comparable guidelines prepared by the Florida Department of Agriculture and Consumer Services, SJRWMD, FFWCC, or FDEP. These plants shall be grouped and if irrigated, irrigated separately from the other non-native higher water usage plants.

b. The Owner shall include information on Xeriscape and/or native vegetation and/or drought-tolerant vegetation (SJRWMD Xeriscape Plant Guide), water conservation guides and Institute of Food and Agricultural Service's (IFAS) Xeriscape plant guides and IFAS Cooperative Extension Services' *"Florida Yards and Neighborhoods"* materials in design guidelines.

c. Irrigation wells are allowed to provide water to landscaped areas throughout the property. Additionally, Tract 5 is allowed to provide individual irrigation wells for landscape and pasture use.

Q. Cultural Resources. A cultural resource assessment was prepared focusing on one site, 8 FL 29, known as the Gore Lake Mound. Despite disturbances of this site, the study determined that the site may potentially be eligible for inclusion into the National Register of Historic Places and recommended its preservation. The Applicant has recognized this and shall preserve the site with the appropriate buffers in accordance with State Historical Preservation Officers recommendations. Any future work that may be recommended by the State shall be conducted under the supervision of a professional archeologist. This Report is available for review at the City's Community Development Department.

R. Floodplain Management. The Owner shall not be permitted to develop within the one hundred (100) year floodplain unless the structures use elevated lowest first floors or flood proofing, and provide compensating storage. Additionally, all acreage within the open space tracts (with the exception of any stormwater systems operated by the City) shall, be placed under a conservation easement to the SJRWMD, if accepted, and the City or the City in its own accord at the end of the borrow pit operations as defined in 3.1 (t). As for Tract 1, in light of the Owner's proceeding on this Tract prior to receipt of the Federal Emergency Management Agency (FEMA) Letter of Map Amendment, the City has agreed to the following protocol, the development of Tract 1 can proceed with site plan approval process, but the actual Development Order will not be forthcoming from the City until FEMA confirms that it has approved the Letter of Map Amendment prepared by the consultant, Watershed Concepts.

S. Construction Debris Disposal/Open Burning Prohibited. On site open burning shall not be permitted during construction activities. Mulching, removal from site or other appropriate alternatives shall be utilized during all construction activities.

5.0 Platting and Development Plan

5.1 Platting: The Applicant shall submit an application for Preliminary Plat according to the PCLDC, depicting each of the Tracts 2 through 6A and 6B Plan as depicted in the Conceptual Site Plan. Tract I (19.32 ac. Assisted Living Facility) shall not be a part of the plat as this Tract was previously subdivided through the subdivision exemption process.

Within sixty (60) months from the date of adoption of this modification to the MPD Agreement, an application for Preliminary Plat shall be submitted to the City. In the event an application for Preliminary Plat application is not submitted to the City with the aforementioned time periods, the applicant may apply for amendment to this MPD Agreement or extensions of time which all of which amendments and extensions shall be subject to review by the City's Planning and Land Development Regulation Board (PLDRB) and approval by the City Council.

5.2 Plan Overview: The Conceptual Site Plan depicts the general layout of Tracts 1 through 6, including the location of roads and the approximate location of structures. The location of lot lines, structures, internal landscape buffers, drainage facilities and the internal street system shall be depicted on plats and site plans or when portions of the Project are designed for development.

5.3 Site Development Requirements: The following table lists the site development requirements that are applicable within each tract of the Project. Minor deviations up to ten per cent (10%) of the site development requirements may be granted administratively in accordance with the standards contained in the LDC by the City's Planning Manager who may refer such applications to the appropriate Board or Council. Other applications for deviations may be granted by the PLDRB or the City Council upon referral by the City's Land Use Administrator.

Table of Site Development Requirements

Regulations	Tract 1	Tract 2	Tract 3	Tract 4	Tract 4	Tract 5
Min. lot size	N/A	N/A	N/A	Condominium 1-4 Units	Condominium Multifamily	3 acres
Min. lot width	N/A	N/A	N/A	N/A	N/A	N/A
Min. Front Setback	20 ft.	35ft*	35ft.*	Min. 20 ft. to edge of pavement or sidewalk	Min. 25 feet to edge of pavement or sidewalk	50 ft.
Min. Side St. Setback	20 ft.	20 ft.	20 ft.	Min. 12 ft. to edge of pavement or sidewalk***	Min. 12 ft. to edge of pavement* or sidewalk**	30 ft.
Min. Interior Side Yard Setback	10 ft.**	10 ft.	10 ft.	Min. of 10 ft. between bldgs.	Min. 12 ft. between bldgs. ****	30 ft.
Min. Rear Yard Setback	10 ft.	10 ft.	10 ft.	Minimum 24 ft. between bldgs; 15 ft. to property line	Minimum 24 ft. between bldgs., 15 ft. to property line	30 ft.
Max. Bldg. Height	36 ft	36 ft	48 ft	36 ft	60 ft	36 ft
Unit Mix	N/A	Reserved Parcel	N/A	Single Family Duplex Triplex/Quad	Varies	Single family w/ guest house

General Comments:

*Abutting residential required 35 foot landscape setback for Tracts 1 and 3

**35 feet for non-residential side yards abutting residential

***No driveways within the side yard setback

****All distance dimensions must conform to the *Florida Building Code Regulations*

No development standards applicable to Tracts 6A and 6B due to Conservation and open space use.

5.4 Open Space: The minimum pervious area for the Project, excluding Tracts 6A and 6B (Conservation and Open Space) and road rights of way shall be thirty percent (30%). For purposes of calculating pervious areas, the stormwater retention areas, buffers, yard area, landscaped areas, walking paths, wetlands, passive recreational areas, upland buffers and any other

areas defined as open space under the LDC will be considered pervious. Open space will be calculated for each tract as each tract is developed. The Owner shall provide periodic updates to the City, as requested, and shall be responsible for tracking the impervious space as each tract and sub-tract is submitted.

6.0 Amending this Agreement

Adjustments to the MPD Conceptual Site Plan are anticipated to occur during the Conceptual Site Plan and plat review processes. Revisions which meet the intent and purpose of the Project, the City's Comprehensive Plan, and the LDC can be approved by the Land Use Administrator, if the substantial integrity of the original MPD Conceptual Site Plan and the development standards contained herein are maintained. Any modification to the MPD Conceptual Site Plan that increases by more than ten percent (10%) the total number of dwelling units (but does not exceed the Development of Regional Impact Threshold for residential use), or (2) reduces the total amount of open space by more than ten percent (10%) or (3) decreases the size of any perimeter buffer within the Project shall be considered a major modification and require amendment of this agreement by the PLDRB.

7.0 Sales Trailers

One (1) temporary sales trailer may be permitted on each of the tracts allowing for residential development as depicted on the Conceptual Site Plan of this MPD Agreement (Attachment "A"). A permit is required to be obtained from the City's Building Department. Prior to submitting for a permit, a development plan shall be submitted to the Land Use Administrator, or designee, illustrating the location of the temporary sales trailer for each tract. The temporary sales trailer shall be located on a concrete slab or stem wall. Access to this office shall be provided. On-site parking shall be provided on a paved surface and shall be of sufficient size as to prevent

the need to back on to a street right-of-way or pedestrian right-of-way. A fence or similar barrier shall be provided to prevent visitors and customers from entering the construction area. Only one (1) identification sign per trailer shall be permitted. The sign area shall not exceed six (6) square feet. Each sales trailer may be used for a maximum period of two (2) years from the date the certificate of occupancy is issued for the trailer.

8.0 Construction Trailers

Up to two (2) construction trailers may be located within Tract 4 with one trailer for Tracts 1, 2, 3 and 5 shall be permitted one (1) construction trailer each. The Land Use Administrator, or designee, shall approve the location of each trailer. No trailer may be located along the right-of-way of Belle Terre Boulevard and said trailer shall be buffered from the roadway. These construction trailers shall be removed or when required by the Land Use Administrator, within one (1) week of the issuance of the certificate of occupancy. All necessary permits will be acquired for temporary on site wastewater treatment facilities (septic) and temporary irrigation wells prior to the commencement of construction activities.

9.0 Concurrency

Concurrency shall be determined at plat review by the City.

10.0 MPD Approval

10.1 The aforementioned application for development approval is GRANTED.

10.2 All development of the property shall fully comply with all of the codes and ordinances in effect in the City at the time of issuance of a development order and/or development permit.

10.3 The conditions upon this development approval and the commitments made as to this development approval, asset forth above and as set forth in this MPD Agreement, have been

accepted by and agreed to by the Owner and the Applicant.

10.4 This MPD Agreement touches and concerns the Property. The Owner has expressly covenanted and agreed to this provision and all other terms and provision of this MPD Agreement shall run with and burden the Property and all successors, assigns, and transferees of the Owner shall be likewise burdened by the conditions of this MPD Agreement.

10.5 If any provision of this MPD Agreement is or becomes or is deemed invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, either such provision will be deemed amended to conform to such laws or regulations without materially altering the intention of the parties or harming the public interest or it shall be stricken and the remainder of this MPD Agreement shall remain in full force and effect provided that the public rights and benefits herein inuring to the public are maintained.

OWNER'S/APPLICANT'S CONSENT AND COVENANT:

COMES NOW, the Owner on behalf of itself and its successors, assigns, and transferees of any nature whatsoever, and consents to and agrees with the covenants to perform and fully abide by the provisions, terms, conditions, and commitments set forth in this Development Agreement.

OARE ASSOCIATES, LLC

By: _____
Austin Brockenbrough IV, Its Manager

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Austin Brockenbrough IV, the Manager of Oare Associates, LLC, on behalf of the company. He/She is personally known to me or has produced _____ (type of identification) and did/did not take an oath.

Notary Public, State of _____

My Commission Expires:

ATTEST:

CITY OF PALM COAST, FLORIDA

By: _____
City Clerk

By: _____
Milissa Holland, Mayor

Dated: _____

For use and reliance of the
Palm Coast City Council only.
Approved as to form and legality.

/s/ _____
William Reischmann, City Attorney

EXHIBIT "A" – Legal Description

Legal description:

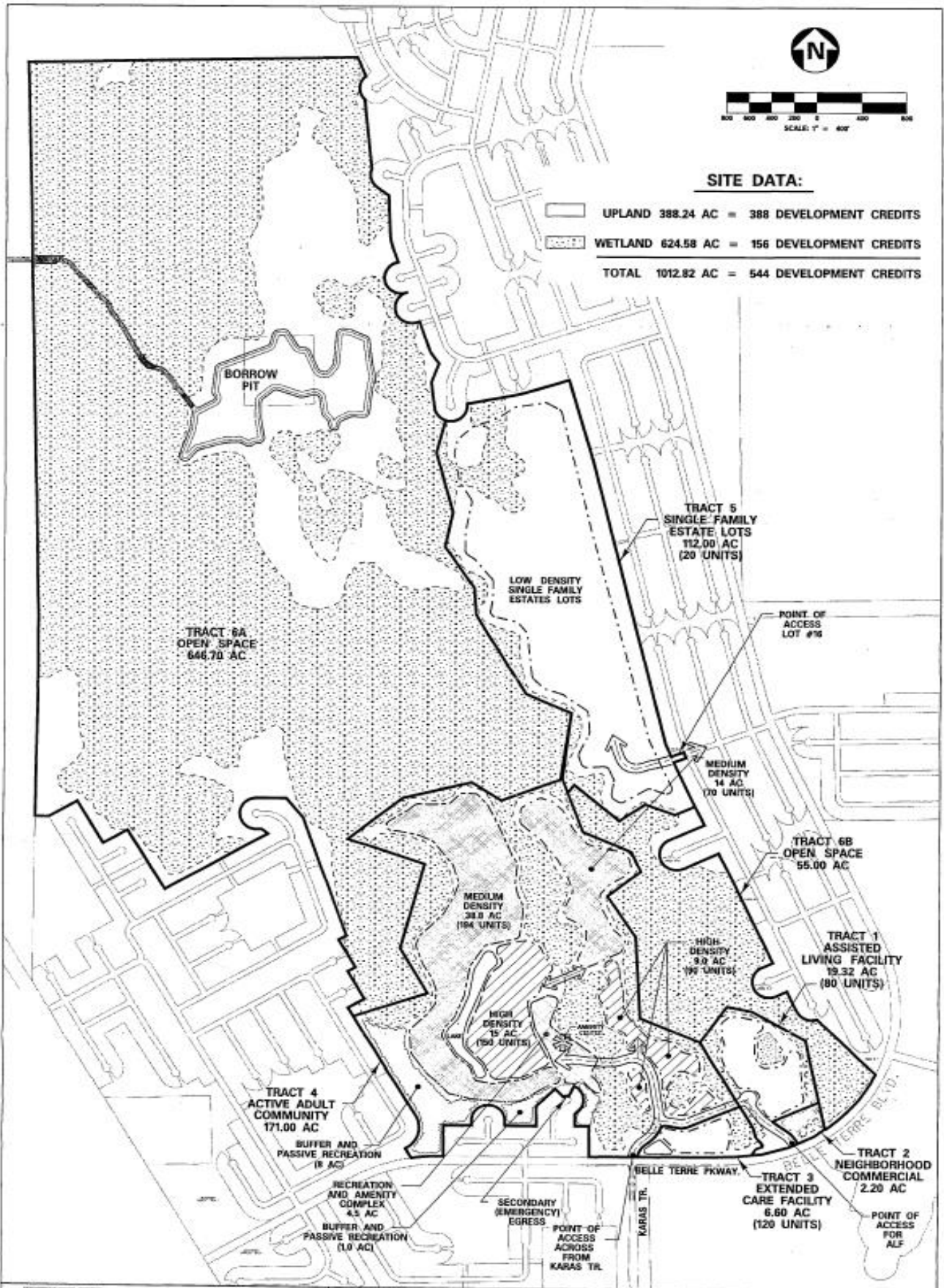
A PARCEL OF LAND LYING SOUTH OF STATE ROAD 100 IN GOVERNMENT SECTIONS 12, 13 AND 24, TOWNSHIP 12 SOUTH, RANGE 30 EAST, AND WITHIN GOVERNMENT SECTIONS 18 AND 19, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 30 EAST, THENCE NORTH 87°27'17" EAST A DISTANCE OF 2981.05 FEET; THENCE SOUTH 20°55'15" EAST, A DISTANCE OF 212.49' TO A POINT IN A NON-TANGENT CURVE, CONCAVE EASTERLY, THENCE SOUTHWESTERLY A DISTANCE OF 257.48 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 95°21'12", A RADIUS OF 150.00 FEET, A CHORD BEARING OF SOUTH 01°53'26" WEST AND A CHORD DISTANCE OF 227.02 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE SOUTH 05°31'08" EAST A DISTANCE OF 888.87 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, THENCE SOUTHERLY A DISTANCE OF 192.28 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 73°26'22", A RADIUS OF 150.00 FEET, A CHORD BEARING OF SOUTH 15°27'45" EAST AND A CHORD DISTANCE OF 179.37 FEET TO A POINT OF TANGENCY, THENCE SOUTH 52°10'56" EAST A DISTANCE OF 138.97 FEET, THENCE SOUTH 02°05'46" EAST A DISTANCE OF 348.48 FEET TO A POINT OF CURVATURE, CONCAVE EASTERLY, THENCE SOUTHERLY A DISTANCE OF 159.98 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16°39'39" A RADIUS OF 550.00 FEET, A CHORD BEARING OF SOUTH 10°25'45" EAST AND A CHORD DISTANCE OF 159.42 FEET TO A POINT OF TANGENCY, THENCE SOUTH 18°45'45" EAST A DISTANCE OF 138.41 FEET, THENCE SOUTH 71°14'15" WEST A DISTANCE OF 25.00 FEET TO A POINT OF CURVATURE, CONCAVE EASTERLY, THENCE WESTERLY A DISTANCE OF 471.23 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 180°00'00", A RADIUS OF 150.00 FEET, A CHORD BEARING OF SOUTH 18°45'45" EAST AND A CHORD DISTANCE OF 300.00 FEET TO A POINT OF CUSP WITH A CURVE, CONCAVE EASTERLY, THENCE WESTERLY A DISTANCE OF 471.24 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 180°00'00", A RADIUS OF 150.00 FEET, A CHORD BEARING OF SOUTH 18°45'45" EAST AND A CHORD DISTANCE OF 300.00 FEET TO A POINT OF TANGENCY, THENCE NORTH 71°14'15" EAST A DISTANCE OF 25.00 FEET, THENCE SOUTH 18°45'45" EAST A DISTANCE 315.63 FEET, THENCE SOUTH 38°19'32" EAST A DISTANCE OF 128.97 FEET, THENCE SOUTH 20°50'54" WEST A DISTANCE OF 193.05 FEET, THENCE SOUTH 08°47'20" EAST A DISTANCE OF 236.49 FEET TO A POINT OF CURVATURE, CONCAVE NORTHERLY, THENCE SOUTHERLY A DISTANCE OF 471.24 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 180°00'00", A RADIUS OF 150.00 FEET, A CHORD BEARING OF NORTH 83°12'40" EAST AND A CHORD DISTANCE OF 300.00 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE NORTH 78°46'17" EAST A DISTANCE OF 488.98 FEET, THENCE NORTH 73°04'52" EAST A DISTANCE OF 458.48 FEET, THENCE SOUTH 16°08'06" EAST A DISTANCE OF 679.40 FEET, THENCE SOUTH 13°42'47" EAST A DISTANCE OF 2883.68 FEET TO A POINT OF CURVATURE, CONCAVE EASTERLY, THENCE SOUTHERLY A DISTANCE OF 586.39 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°25'40", A RADIUS OF 2940.00 FEET, A CHORD BEARING OF SOUTH 19°25'37" EAST AND A CHORD DISTANCE OF 585.42 FEET TO A POINT OF TANGENCY, THENCE SOUTH 25°08'27" EAST A DISTANCE OF 483.89 FEET, THENCE SOUTH 64°51'33" WEST A DISTANCE OF 345.00 FEET TO A POINT OF CURVATURE, CONCAVE NORTHEASTERLY, THENCE SOUTHWESTERLY A DISTANCE OF 471.24 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 180°00'00", A RADIUS OF 150.00 FEET, A CHORD BEARING OF SOUTH 25°08'27" EAST AND A CHORD DISTANCE OF 1150.00 FEET, THENCE SOUTH 64°51'33" WEST A DISTANCE OF 105.00 FEET TO A POINT OF CURVATURE, CONCAVE NORTHEASTERLY, THENCE SOUTHWESTERLY A DISTANCE OF 471.24 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 180°00'00", A RADIUS OF 150.00 FEET, A CHORD BEARING OF SOUTH 25°08'28" EAST AND A CHORD DISTANCE OF 300.00 FEET TO A POINT OF TANGENCY, THENCE NORTH 64°51'33" EAST A DISTANCE OF 105.00 FEET, THENCE SOUTH 25°08'27" EAST A DISTANCE OF 210.00 FEET TO A POINT OF CURVATURE, CONCAVE NORTHEASTERLY, THENCE SOUTHEASTERLY A DISTANCE OF 213.75 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 81°35'48", A RADIUS OF 150.00 FEET, A CHORD BEARING OF SOUTH 65°57'51" EAST AND A CHORD DISTANCE OF 198.12 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE SOUTH 45°00'12" EAST A DISTANCE OF 744.80 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, THENCE SOUTHWESTERLY A DISTANCE OF 1588.32 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 63°11'59", A RADIUS OF 1420.00 FEET, A CHORD BEARING OF SOUTH 57°03'42" WEST AND A CHORD DISTANCE OF 1488.12 FEET TO A POINT OF TANGENCY, THENCE DEPARTING SAID BOUNDARY OF THE PLAT ZEBULAH'S TRAIL, SOUTH 88°39'42" WEST A DISTANCE OF 211.08 FEET TO A POINT OF CURVATURE, CONCAVE NORTHERLY, THENCE ALONG THE BOUNDARY OF THE PLAT KANKAKEE RUN SECTION-85 RECORDED IN MAP BOOK 17, PAGES 58 THROUGH 67, THE FOLLOWING COURSES: WESTERLY A DISTANCE OF 99.30 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01°00'00", A RADIUS OF 5889.12 FEET, A CHORD BEARING OF SOUTH 89°09'42" WEST AND A CHORD DISTANCE OF 99.30 FEET TO A POINT OF TANGENCY, THENCE SOUTH 89°39'42" WEST A DISTANCE OF 994.09 FEET, THENCE NORTH 00°20'18" WEST A DISTANCE OF 300.00 FEET, THENCE SOUTH 89°39'42" WEST A DISTANCE OF 127.70 FEET, THENCE NORTH 00°20'18" WEST A DISTANCE OF 113.58 FEET, THENCE NORTH 44°39'42" EAST A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHWESTERLY, THENCE NORTHEASTERLY A DISTANCE OF 471.24 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 180°00'00", A RADIUS OF 150.00 FEET, A CHORD BEARING OF NORTH 45°20'18" WEST AND A CHORD DISTANCE OF 300.00 FEET TO A POINT OF TANGENCY, THENCE SOUTH 44°39'42" WEST A DISTANCE OF 238.91 FEET, THENCE SOUTH 00°20'18" EAST A DISTANCE OF 192.13 FEET, THENCE SOUTH 89°39'42" WEST A DISTANCE OF 282.47 FEET, THENCE NORTH 00°20'18" WEST A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHERLY, THENCE NORTHERLY A DISTANCE OF 471.24 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 180°00'00", A RADIUS OF 150.00 FEET, A CHORD BEARING OF SOUTH 89°39'42" WEST AND A CHORD DISTANCE OF 300.00 FEET TO A POINT OF TANGENCY, THENCE SOUTH 00°20'18" EAST A DISTANCE OF 50.00 FEET, THENCE SOUTH 89°39'42" WEST A DISTANCE OF 283.41 FEET, THENCE SOUTH 00°20'18" EAST A DISTANCE OF 300.00 FEET, THENCE SOUTH 89°39'42" WEST A DISTANCE OF 63.24 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHERLY, THENCE WESTERLY A DISTANCE OF 227.80 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08°34'47", A RADIUS OF 1521.28 FEET, A CHORD BEARING OF SOUTH 85°22'19" WEST AND A CHORD DISTANCE OF 227.59 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE NORTH 30°31'02" WEST A DISTANCE OF 106.82 FEET, THENCE NORTH 59°28'58" EAST A DISTANCE OF 15.00 FEET TO A POINT OF CURVATURE, CONCAVE WESTERLY, THENCE NORTHEASTERLY A DISTANCE OF 353.43 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 225.00 FEET, A CHORD BEARING OF NORTH 14°28'57" EAST AND A CHORD DISTANCE OF 318.20 FEET TO A POINT OF TANGENCY, THENCE NORTH 30°31'02" WEST A DISTANCE OF 958.00 FEET TO THE SOUTHWEST CORNER OF LAND RECORDED IN OFFICIAL RECORDS BOOK 494, PAGE 1063 AND 1064, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE NORTH 59°28'58" EAST A DISTANCE OF 5.00 FEET, THENCE NORTH 30°31'02" WEST A DISTANCE OF 93.00 FEET, THENCE SOUTH 59°28'58" WEST A DISTANCE OF 5.00 FEET TO THE NORTHWEST CORNER OF SAID LAND RECORDED IN BOOK 494, PAGE 1063 AND 1064, THENCE DEPARTING SAID LAND RECORDED IN BOOK 494, PAGE 1063 AND 1064 NORTH 30°31'02" WEST A DISTANCE OF 184.00 FEET, THENCE NORTH 59°28'58" EAST A DISTANCE OF 173.41 FEET, THENCE NORTH 30°31'02" WEST A DISTANCE OF 300.00 FEET, THENCE NORTH 59°28'58" EAST A DISTANCE OF 80.00 FEET, THENCE NORTH 30°31'02" WEST A DISTANCE OF 300.00 FEET, THENCE NORTH 59°28'58" EAST A DISTANCE OF 79.68 FEET, THENCE NORTH 19°12'27" WEST A DISTANCE OF 1199.35 FEET, THENCE NORTH 39°07'38" WEST A DISTANCE OF 238.04 FEET, THENCE WEST A DISTANCE OF 270.01 FEET TO A POINT OF CURVATURE, CONCAVE EASTERLY, THENCE WESTERLY A DISTANCE OF 471.24 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 180°00'00", A RADIUS OF 150.00 FEET, A CHORD BEARING OF SOUTH AND A CHORD DISTANCE OF 300.00 FEET TO A POINT OF TANGENCY, THENCE EAST A DISTANCE OF 50.00 FEET, THENCE SOUTH 53°08'47" EAST A DISTANCE OF 63.20 FEET, THENCE SOUTH 30°31'02" EAST A DISTANCE OF 6.35 FEET, THENCE SOUTH 59°28'58" WEST A DISTANCE OF 1086.59 FEET, THENCE NORTH 30°31'02" WEST A DISTANCE OF 680.00 FEET, THENCE SOUTH 59°28'58" WEST A DISTANCE OF 253.41 FEET, THENCE NORTH 30°31'02" WEST A DISTANCE OF 468.41 FEET, THENCE SOUTH 59°28'58" WEST A DISTANCE OF 300.00 FEET, THENCE NORTH 89°14'27" WEST A DISTANCE OF 125.45 FEET TO THE NORTHWESTERLY CORNER OF SAID PLAT KANKAKEE RUN SECTION 85, THENCE DEPARTING SAID BOUNDARY OF KANKAKEE RUN, CONTINUE NORTH 89°14'27" WEST A DISTANCE OF 0.38 FEET TO A POINT ON THE WEST LINE OF GOVERNMENT SECTION 24, THENCE NORTH 00°46'12" EAST ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 1907.73 FEET TO THE NORTHWEST CORNER OF SECTION 24, THENCE NORTH 01°13'03" WEST ALONG THE WEST LINE OF SECTION 13 A DISTANCE OF 5279.10 FEET TO THE POINT OF BEGINNING, CONTAINING 1012.86 ACRES MORE OR LESS.

TOGETHER WITH LOT 16, BLOCK 10, MAP OF ZEBULAH'S TRAIL, SECTION 63, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 18, PAGE(S) 24 THROUGH 35, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ALSO INCLUDING LOT 13, BLOCK 45, MAP OF KANKAKEE RUN, SECTION 65, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 18, PAGE(S) 24 THROUGH 35, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ATTACHMENT "A" - Conceptual Site Plan



B.H.R. Inc.
 Engineers • Planners • Landscape Architects • Surveyors
 One Corporate Drive, Suite 3-40 • Palm Coast, Florida 32137 •
 (386) 447-4961 • Fax: (386) 346-5797
 P1 Civil/Engine Number: ES 6853 LC 0330 LB 6758

Oare Mixed Use PUD
at
Palm Coast, FL

Conceptual Site Plan /
Tract Map
ATTACHMENT A



**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR APPLICATION #4112
October 22, 2019**

OVERVIEW

Application Number: 4112

Applicant: Oare Associates, LLC

Agent/Attorney: Charlie Faulkner Assoc.

Property Description: 1,013.36 ± acre approved Master Planned Development consisting of an adult continuing care community south of SR 100, north and west of Belle Terre Boulevard, east of U.S. Hwy 1, and west of the Quail Hollow Subdivision

Property Owner:	Oare Associates, LLC
Current FLUM designation:	Conservation; Greenbelt
Current Zoning designation:	Master Planned Development (MPD)
Current Use:	20-acre Assisted Living Facility (ALF) wooded, undeveloped lands
Size of subject property:	1,013.36 ± acres

Requested Action: Third amendment to the Master Planned Development (MPD) Development Agreement (DA) to extend the time limit to file a Preliminary Plat along with housekeeping amendments for outdated language and consistency with the Land Development Code

Recommendation: Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that City Council approve an amendment of the existing Oare MPD Development Agreement, Application # 4112.

ANALYSIS

REQUESTED ACTION

The owner, Oare Associates, LLC, through its agent, Charlie Faulkner, is requesting a Third Amendment to the Development Agreement for a 1,013.36 +/- acre existing Master Planned Development (MPD) known as the Oare MPD. The subject property is located south of State Road 100, north and west of Belle Terre Boulevard and east of US 1. The request is to extend the time limit to file preliminary plats as specified in Section 5.1 of the MPD Agreement. The

amendment will also amend the landscape buffer requirement along Belle Terre Blvd. to be consistent with the Land Development Code (from 35' to 25'). Other amendments will update outdated references related to contact information for the owner, as well as reference to "Florida-Friendly" landscaping rather than "Xeriscaping".

BACKGROUND/SITE HISTORY

The Oare MPD is a Master Planned Development originally rezoned to PUD in 2005 via Ordinance 2005-45, as amended by Ordinance #s 2009-16 and 2014-18 into its current form. The previously approved Development Agreement allows for a continuing care adult community consisting of 724 total residential units that include single family and multifamily attached and detached dwellings, an Assisted Living Facility, an Extended Care Facility, single family estate lots, and supporting neighborhood commercial land uses. Of the tracts that were identified in the MPD, Tract 1 has been developed into the planned Assisted Living Facility (Princeton Village), and some roadway improvements identified in the Roadways section (4.F) of the existing Development Agreement were constructed. The previous amendments in 2009 and 2014 extended the time to file preliminary plats and updated several of the development standards and requirements for conformance with the newly adopted Land Development Code (LDC).

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Greenbelt; Conservation	No change proposed
Zoning District	Master Planned Development (MPD) to allow 724 total residential units	No change proposed
Overlay District	Wetland Overlay	No change proposed
Use	Single family and multifamily attached and detached units, single family estate lots, ALF and ECF units	No change proposed
MPD Acreage	1,013.36 +/- acres	No change proposed
Major Access	Belle Terre	No change proposed

SURROUNDING ZONING AND LAND USES:

NORTH: FLUM: Mixed Use
 Zoning: Neighborhood Commercial (COM-1); Estate-1 (EST-1)

SOUTH: FLUM: Residential; Mixed Use; Conservation and Agriculture (Flagler Co.)
 Zoning: Single Family Residential 2 & 3 (SFR-2 & SFR-3); General Commercial (COM-2) and PUD (Flagler County)

EAST: FLUM: Residential; Greenbelt
 Zoning: Single Family Residential 2 & 3 (SFR-2 & SFR-3), Duplex (DPX)

WEST: FLUM: Residential; Agriculture, Conservation, Timberland
 (Flagler Co.) Industrial (City of Bunnell)
 Zoning: Single Family Residential 2 & 3 (SFR-2 & SFR-3);
 Agricultural (Flagler Co.); Industrial (City of Bunnell)

SITE DEVELOPMENT REQUIREMENTS

The previously granted PUD approval established the project land development standards. No changes are proposed to those standards. The standards include:

Regulations	Tract 1	Tract 2	Tract 3	Tract 4	Tract 4	Tract 5
Min. lot size	N/A	N/A	N/A	Condominium 1-4 Units	Condominium Multifamily	3 acres
Min. lot width	N/A	N/A	N/A	N/A	N/A	N/A
Min. Front Setback	20 ft.	35 ft. *	35 ft. *	Min. 20 ft. to edge of pavement or sidewalk	Min. 25 feet to edge of pavement or sidewalk	50 ft.
Min. Side St. Setback	20 ft.	20 ft.	20 ft.	Min. 12 ft. to edge of pavement or sidewalk***	Min. 12 ft. to edge of pavement* or sidewalk**	30 ft.
Min. Interior Side Yard Setback	10 ft. **	10 ft.	10 ft.	Min. of 10 ft. between bldgs.	Min. 12 ft. between bldgs. ****	30 ft.
Min. Rear Yard Setback	10 ft.	10 ft.	10 ft.	Minimum 24 ft. between bldgs; 15 ft. to property line	Minimum 24 ft. between bldgs., 15 ft. to property line	30 ft.
Max. Bldg. Height	36 ft	36 ft	48 ft	36 ft	60 ft	36 ft
Unit Mix	N/A	Reserved Parcel	N/A	Single Family Duplex/Triplex/Quad	Varies	Single family w/ guest house

* Abutting residential required 35 foot landscape setback for Tracts 1 and 3

** 35 feet for non-residential side yards abutting residential

*** No driveways within the side yard setback

**** All distance dimensions must conform to the Florida Building Code Regulations

No development standards applicable to Tracts 6A and 6B due to Conservation and open space use.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2 SECTION 2.05.05

Please note that the analysis provided in the following sections is what was provided for the previous amendments to the MPD. The findings from staff's previous analysis is intended to provide evidence of the project's consistency with the City's Comprehensive Plan and Land Development Code.

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

A. The proposed development must not be in conflict with or contrary to the public interest;

Staff Finding: The proposed development is not in conflict with, or contrary to, the public interest. No changes are proposed to the density and intensity of the project. An amendment to the landscape buffer requirement along Belle Terre Pkwy. is consistent with the current code. The request to further extend the time limits to file a preliminary plat is not in conflict with or contrary to the public interest. Extending the time limit to plat and construct the development furthers the public interest in that it provides a new time frame for the property owner in which to meet the intent of the overall project.

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

Staff Finding: The MPD Development Agreement was previously updated to be consistent with the adopted Land Development Code (LDC), and further the Agreement remains consistent with the provisions of the Comprehensive Plan. The request is consistent with the following objectives and policies of the Comprehensive Plan:

- **Chapter 1 Future Land Use Element:**

-Objective 1.1.4 - Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl

-Policy 1.1.4.2 – The Master Planned Development (MPD) zoning district shall allow residential housing types to be mixed with retail, service, office, commercial and other land uses. Potential areas for MPD’s are strategically located throughout the City to promote infill development and to maximize vehicular and pedestrian accessibility.

The Oare MPD was conceptualized as an adult continuing care community, where residents could transition from one housing type to another as they aged, and is planned to be supported by a neighborhood commercial component within its boundaries. This creates a community where vehicular and pedestrian accessibility can be maximized. Additionally, the site is located approximately 2.5 miles driving distance to State Road 100 and the Palm Coast Landings retail development in Town Center. State Road 100 is an urbanizing corridor where a variety of retail and non-retail uses can be accessed easily, including churches, an airport, parks, restaurants, fuel service stations, a hospital, grocery stores and other specialty retailers. The Conceptual Master Plan for the MPD concentrates development closest to Belle Terre Boulevard, thereby promoting compact and contiguous development.

-Policy 1.1.4.3 – The Greenbelt land use designation shall be used to protect natural resources and prevent urban sprawl.

The property FLUM designations include Conservation and Greenbelt. More than 700 acres of the total 1013.36 +/- acres are wetlands. The Conceptual Master Plan attached to the MPD shows development being concentrated in upland areas, and clustered near Belle Terre Boulevard, as well as adjacent to existing residential uses to the east, with the overall residential density remaining at less than one unit per acre

in conformance with the Comprehensive Plan requirements related to Greenbelt densities. The MPD therefore protects natural resources and limits development to lands contiguous to existing developed areas, which prevents urban sprawl.

- **Chapter 2 Transportation Element:**

-Objective 2.2.1 – Continue to enforce standards for requiring commercial and residential connectivity.

-Policy 2.2.1.2 – Each new residential subdivision and all new residential developments of more than 50 dwelling units, or which use as access a street that is 2,500 feet or more in length shall provide a minimum of two external connections.

The overall MPD is proposed to include at least two (2) paths of ingress/egress.

-Objective 2.2.2 – Enforce standards that encourage and/or require establishment of sidewalk connections or multi-use paths between new residential and commercial development

-Policy 2.2.2.7 – The City shall continue to enforce requirements that all new subdivisions construct sidewalks and/or multi-use paths within the development and sidewalks on collector and arterial roads.

The MPD Development Agreement requires all internal roads to have sidewalks on both sides of the road, and requires internal collector roadways to provide bike lanes on both sides of the road, or a 10 foot wide multipurpose path on one side of the road and a 5 foot wide sidewalk on the other side of the road. These requirements provide sidewalk interconnectivity throughout the MPD, as well as provide the potential for bike lanes. The neighborhood commercial property will also be connected internally to the development via the internal loop road.

- **Chapter 3 Housing Element:**

-Objective 3.2.2 – Provide adequate and affordable housing opportunities to accommodate households with special housing needs with an emphasis on provisions for the elderly.

-Policy 3.2.2.2 – The City shall encourage the development of continuum care facilities, which would allow residents to age in place and transition from single-family residential structures to assisted living and then to a nursing home within the same development site. This can be provided through a variety of potential mechanisms including, but not limited to, the following:

A. Financial contributions; B. Expedited plan review and permitting; C. Density Bonuses; D. Specify continuum care facilities as an allowable use within a multi-family or the Village Center zoning district; E. Innovative development standards created as part of a PUD Agreement; and F. Other regulations intended to reduce building and development costs.

The future development of the property with its intended uses has been fashioned by an MPD Development Agreement that precisely encourages the type of community specified in the Comprehensive Plan Policy outlined above. The proposed amendment will allow the project to continue to move forward.

- **Chapter 4 Public Recreation and Open Space Element:**

-Objective 4.3.1 – Plan for the adequate provision of neighborhood parks by establishing minimum requirements for on-site acreage and the provision of open space in new residential developments.

-Policy 4.3.1.2 – The City shall encourage the development and operation of neighborhood parks and recreation facilities by non-profit groups and private interest groups to help meet local recreational needs.

The MPD Development Agreement contains provisions for internal recreation area to be provided in conformance with Land Development Code and Comprehensive Plan Level of Service standards. Specific minimum amenities are also outlined in the MPD DA for Tract 4, the Active Adult Community. Additionally, over 700 acres of the overall property is held out as open space, approximately 625 acres of which is classified as wetlands.

- **Chapter 6 Conservation and Coastal Management Element:**

-Objective 6.1.9 – Protect, conserve and enhance the natural functions of existing wetlands including, but not limited to estuarine systems.

-Policy 6.1.9.6 – Where appropriate, the City shall require proposed developments located on parcels which wetlands are located to retain and protect such wetland resources through clustering, setbacks and other innovative planning techniques.

The MPD Development Agreement contains provisions for the conservation of wetlands and preservation of open space, with over 700 acres of the overall property held out as open space, of which approximately 625 acres is classified as wetlands. The FLUM designations for the property include the Conservation FLUM, which does not allow for development in those areas. Additionally, the Conceptual Master Plan clusters the development to achieve the goals of this policy.

C. The proposed development must not impose a significant financial liability or hardship for the City;

Staff Findings: No significant financial liability or hardship is created for the City by extending the time limit to plat and construct the project.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Staff Finding: Extending the time limit to plat and construct the proposed community will not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. Future development of the site must comply with the development standards contained within the Development Agreement, as well as with requirements of the Unified Land Development Code (ULDC) where applicable, and the Comprehensive Plan.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes;

Staff Finding: Any proposed future development of the site must comply with the requirements of all other applicable local, state and federal laws, statutes, ordinances, regulations and codes.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2 SECTION 2.06.03

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.06.03 states: “*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application*”:

A. *Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan;*

Staff Finding: As noted previously in the analysis prepared for ULDC Chapter 2, Part II, Section 2.05.05 of this staff report, the existing Development Agreement is in conformance with the Comprehensive Plan elements, and their goals, objectives and policies. The requested action is strictly to extend the time limits in which to plat and construct the project.

B. *Its impact upon the environment and natural resources;*

Staff Finding: The property currently remains largely undeveloped, with the exception of Tract 1, the Assisted Living Facility, also known as Princeton Village. Environmental, cultural and natural resources are addressed in the existing MPD DA, and any future environmental impacts, if any are proposed, are required to be addressed through the standards of the ULDC, as well as through regional and State regulatory agencies during the Preliminary Plat and/or Site Plan processes.

C. *Its impact on the economy of any affected area;*

Staff Finding: Extending the time limit to plat and construct the project does not appear to have any impact on the economy of the affected area. Future impacts to the economy of the affected area are anticipated to be positive through the creation of jobs in the growing healthcare and senior/elder care market, additional commercial earnings due to the increased population, and the resulting additional city revenues generated by real estate and sales taxes.

D. *Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation;*

Staff Finding: The existing Development Agreement includes provisions and conditions related to stormwater management and drainage, recreation, utilities, fire protection, roadways, solid waste and police protection. The impact on the necessary public facilities will be assessed at the time of Preliminary Plat and/or Site Plan Review of the proposed project, but in all cases, must remain within the adopted Level of Service standards per the requirements of the City’s ULDC.

E. *Any changes in circumstances or conditions affecting the area;*

Staff Finding: The area in which the parcel is located is within close proximity to the developing Palm Coast Town Center, a mixed use Development of Regional Impact (DRI). The subject property is a largely undeveloped site positioned for future build-out as this area continues to urbanize. As the population ages, demand for adult continuing care communities

will likely increase. This project will provide housing opportunities for those who benefit from locations near neighborhood serving retail and non-retail commercial uses. The applicant has indicated that they desire additional time to plat and construct the project to allow the real estate and financial markets to support such development.

F. Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents;

Staff Finding: The requested amendment is strictly to extend the time limits to plat and construct the project. The surrounding uses include a mixture of residential and commercial uses, thus the proposed amendment is in harmony with the surrounding uses, and will not threaten the general health, welfare or safety of the surrounding residents.

G. Whether it accomplishes a legitimate public purpose:

Staff Finding: Yes, the rezoning accomplishes a legitimate public purpose. The subject property is planned to become a continuing care adult community that offers the opportunity for “aging in place” with a spectrum of care ranging from independent living to assisted living. The development has already constructed the Assisted Living Facility on Tract 1 and seeks additional time to plat and construct the overall development. Allowing additional time for platting and construction completion ensures that the project is given sufficient time to meet its intended purpose, which serves the legitimate public purpose of providing an aging population with residential opportunities that address their long-term housing needs.

PUBLIC PARTICIPATION

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 typically requires developers (defined as property owners or persons who are improving property within the City) to notify owners within 300’ and hold a neighborhood meeting for Master Planned Development (MPD) Amendments, unless the Land Use Administrator determines this requirement can be waived. Because the current application to amend the Development Agreement makes no change to project intensity, density, uses, or development standards which are inconsistent with the adopted LDC, the Land Use Administrator waived this requirement.

RECOMMENDATION

Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that City Council approve an amendment of the existing Oare MPD Development Agreement, Application # 4112.

100

E MOODY BLVD

E HIGHWAY 100

BELLE TERRE BLVD

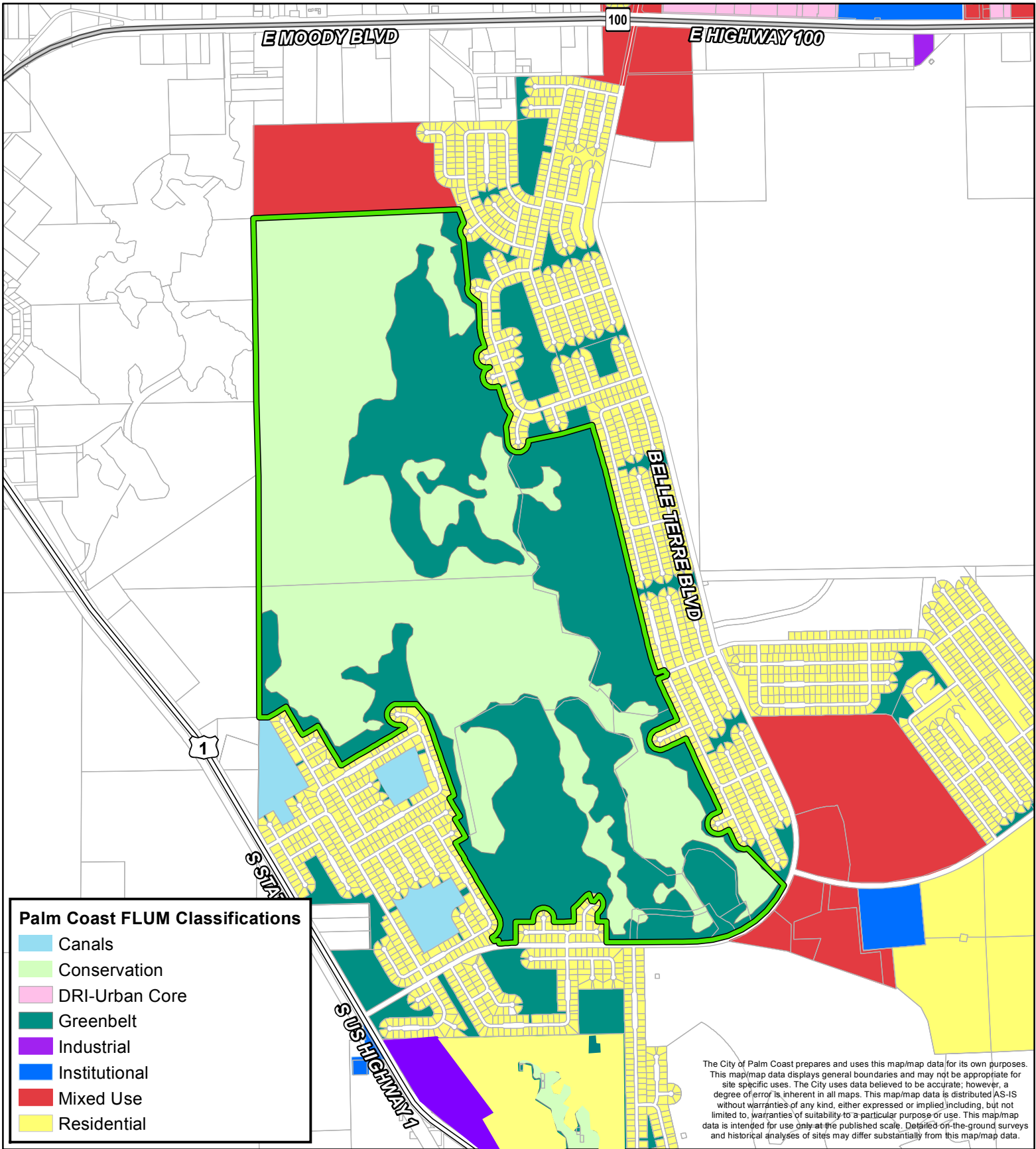
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**Location Map
MPD Amendment - Application 4112**

 Oare Master Planned Development





Palm Coast FLUM Classifications

- Canals
- Conservation
- DRI-Urban Core
- Greenbelt
- Industrial
- Institutional
- Mixed Use
- Residential

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

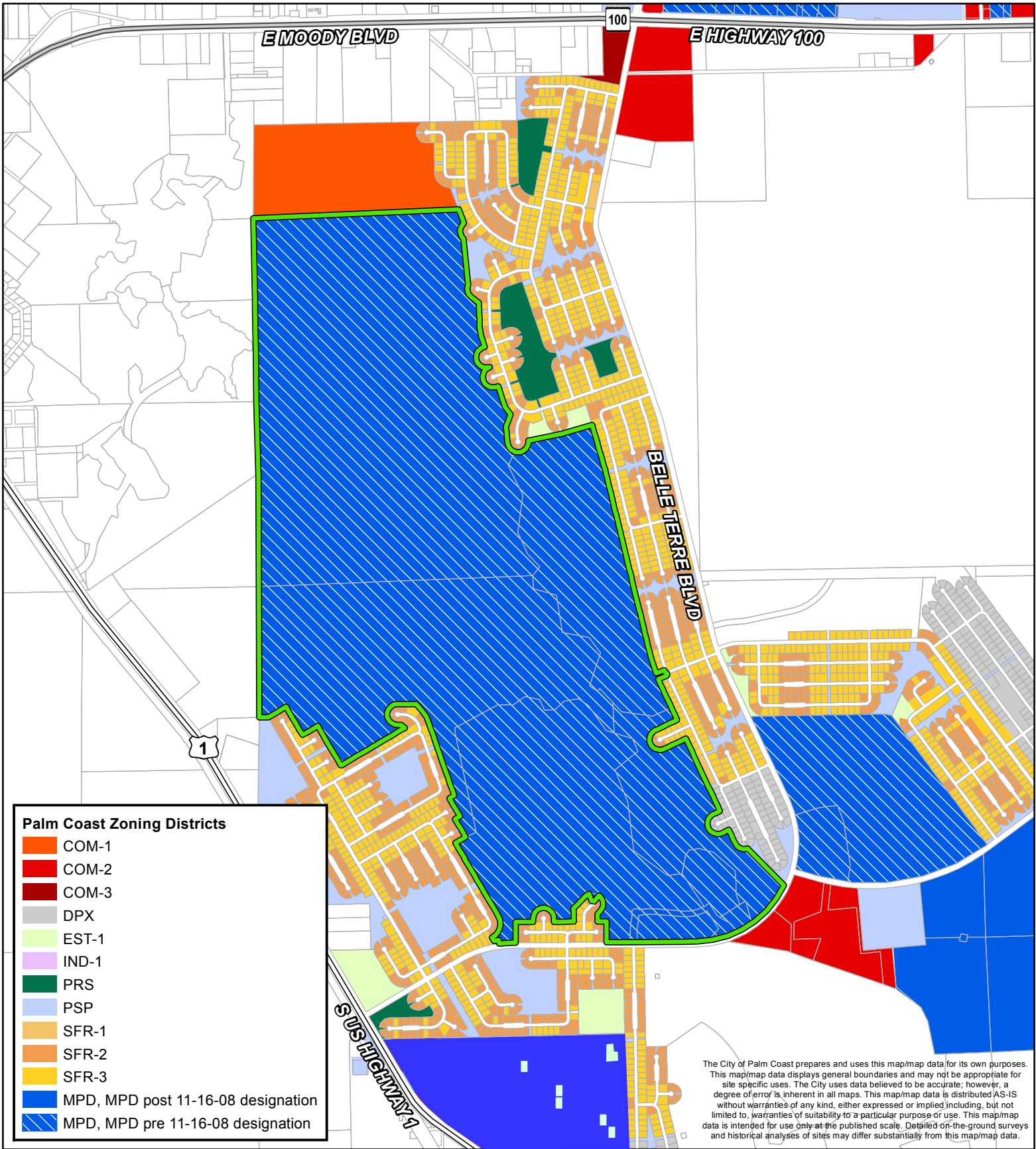


Future Land Use Map
MPD Amendment - Application 4112



Core Master Planned Development

Map Provided by the GIS Division



Palm Coast Zoning Districts

- COM-1
- COM-2
- COM-3
- DPX
- EST-1
- IND-1
- PRS
- PSP
- SFR-1
- SFR-2
- SFR-3
- MPD, MPD post 11-16-08 designation
- MPD, MPD pre 11-16-08 designation

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.



Zoning Map

MPD Amendment - Application 4112



Core Master Planned Development

Map Provided by the GIS Division



OARE Master Planned Development (MPD)

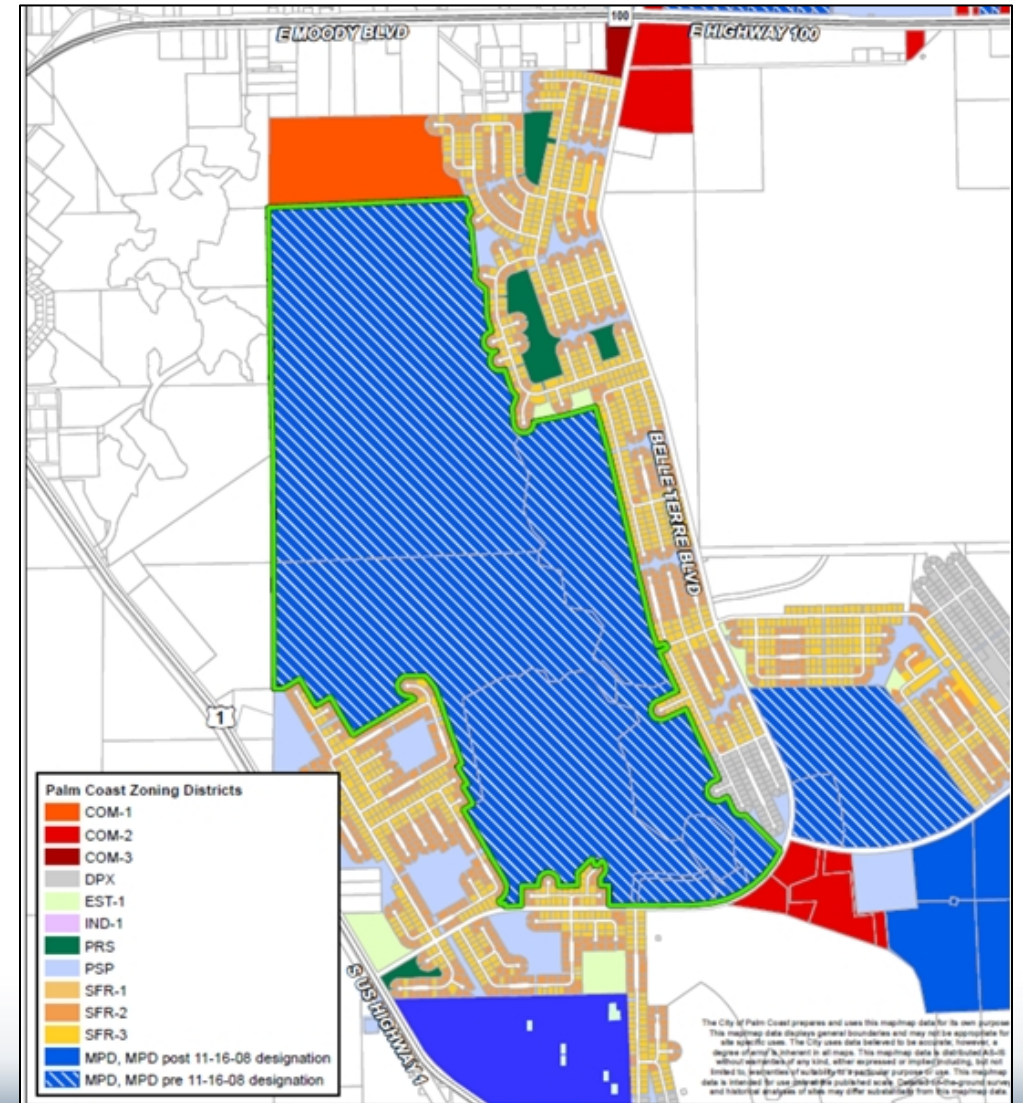
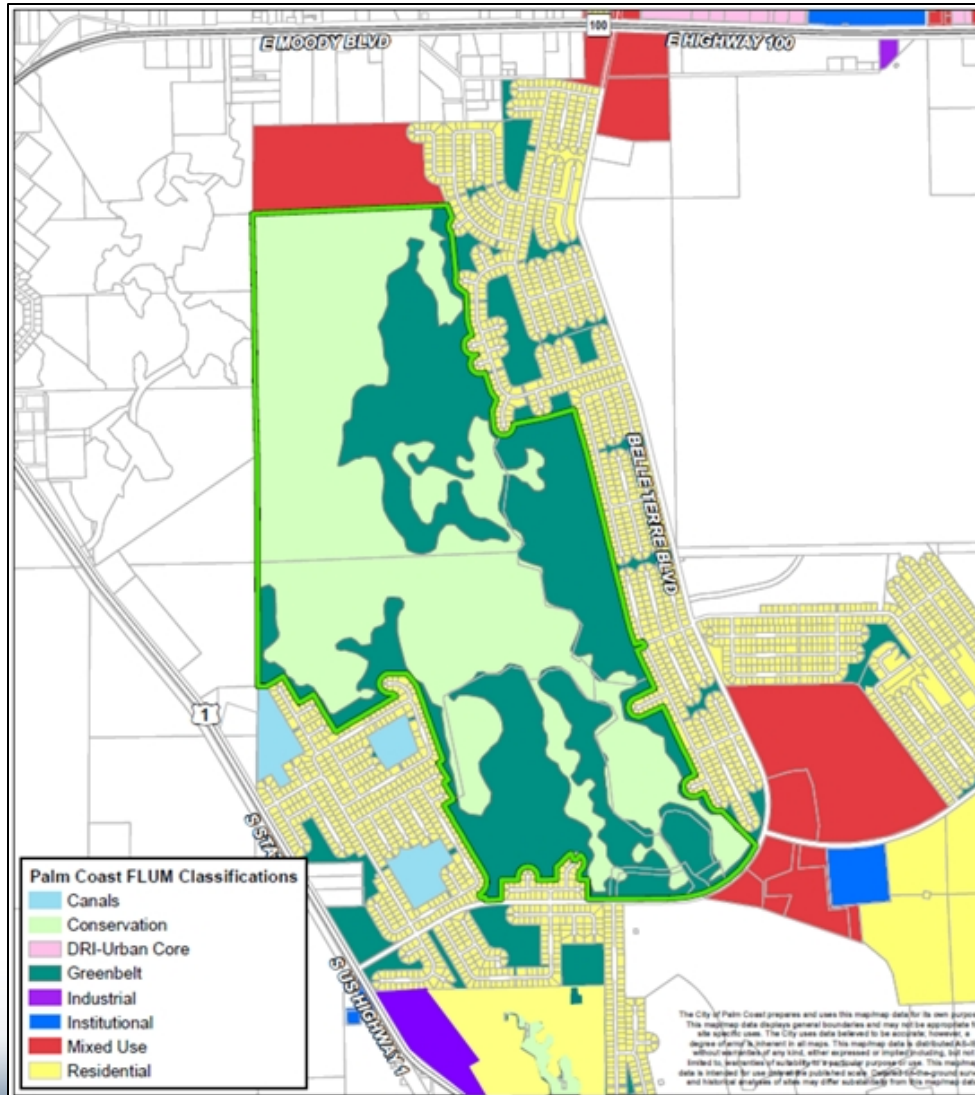
Development Agreement Amendment

OARE MPD – DA Amendment



- Adopted 2005, amended in 2009 & 2014 for time extensions & LDC compliance
- Clustered development
- “Age in Place” Community
 - 1,013 ± acres;
 - 724 units - 80 bed ALF, 120 bed extended care, 504 active adult units, 20 SF lots;
 - Supporting neighborhood commercial & recreation
- ALF previously constructed (Princeton Village)

OARE MPD – DA Amendment



OARE MPD – DA Amendment - Request

- Extend time to submit preliminary plat (60 months)
- Consistency with updated LDC – buffer on Belle Terre Blvd. from 35' to 25'
- Change reference from “Xeriscape” to “Florida-friendly” landscaping
- Housekeeping items to delete outdated information

OARE MPD – DA Amendment - Analysis

- No changes to entitlements (no additional units)
- Consistency with Comprehensive Plan
 - *Encourage development of continuum of care facilities*
 - *Developments to retain and protect wetland resources through clustering, setbacks and other innovative planning techniques*

OARE MPD – DA Amendment - Analysis

- Consistency with LDC 2.05.05 and 2.06.03 criteria evaluation:
 - Not in conflict with public interest,
 - Consistent with Comprehensive Plan,
 - No significant financial hardship for the city,
 - Does not create a public hazard or nuisance,
 - Future development must comply with all agency codes & regulations,

OARE MPD – DA Amendment - Analysis

- Consistency with LDC 2.05.05 and 2.06.03 criteria evaluation:
 - Any environmental impacts addressed through LDC requirements,
 - Future positive economic impact,
 - Acceptable LOS standards for public services to be maintained

OARE MPD – DA Amendment

No comments from PLDRB Public Hearing – October 16, 2019

OARE MPD – DA Amendment

Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council Approve Application #4112

OARE MPD – DA Amendment – Next Steps

- 2nd City Council public hearing
- Plat/Site Plan



Questions?

City of Palm Coast, Florida Agenda Item

Agenda Date: NOVEMBER 5, 2019

Department	PLANNING	Amount
Item Key	7316	Account #
Subject	RESOLUTION 2019-XX APPROVING THE FINAL PLAT FOR MATANZAS LAKES (AR #3988)	
Background :		
<p>The application, submitted by CPH, Inc. and the owner/applicant, Matanzas Lake LLC, proposes to plat and subdivide approximately 28.60 +/- acres of land into 107 single family residential lots and 8 tracts.</p> <p>Matanzas Lakes is located on the east side of Laramie Drive, approximately one-half mile north of Matanzas Lake Parkway. The Future Land Use Map designation is Residential and the zoning is Master Planned Development (Ordinance 2016-7 - Matanzas Land MPD for single-family residential).</p> <p>The Applicant was issued a Site Development Permit to construct the site infrastructure in accordance with the approved construction plans filed with the preliminary plat. The Applicant was also issued a Site Development Permit to construct on adjoining City property to the east a stormwater lake and to the south a canal and canoe/kayak launch. Per, the Matanzas Land MPD Agreement these public improvements must be completed before all of the adjacent waterfront lots are conveyed. Since these public improvements are now over 75% complete the Agreement Restricting Conveyance of Certain Lots (that is attached to the Resolution as Exhibit "A") provides a "hold" over lot numbers 71 – 83 (13 of the 37 waterfront lots adjacent to the public waterway improvements) until the City determines that the public improvements are 100% complete. The Matanzas Land MPD specifically allows the release of exterior waterfront lots in this manner.</p> <p>Two performance bonds have been received and determined satisfactory. One is for landscape and irrigation work for about \$148,500 and the other for roads, streets, drainage and sidewalks in the approximate amount of about \$954,000.</p> <p>The project meets the technical requirements of the City Code and Florida Statutes, Chapter 177 FS.</p>		
Recommended Action :		
<p>Adopt Resolution 2019-XX approving the final plat and authorizing the Mayor to execute the plat, the City Manager to execute the Agreement Restricting Conveyance of Certain Lots and staff to issue a Final Plat Development Order for AR# 3988.</p>		

RESOLUTION 2019-____
MATANZAS LAKES SUBDIVISION FINAL PLAT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING APPLICATION # 3988 FOR THE REPLAT OF A PART OF PARCEL 29-1 LAKEVIEW - SECTION 37 AS RECORDED IN MAP BOOK 13, PAGE 29, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ALL BEING A PORTION OF SECTIONS 26 AND 27, TOWNSHIP 10 SOUTH, RANGE 30 EAST, PALM COAST, FLAGLER COUNTY, FLORIDA KNOWN AS MATANZAS LAKES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 29, 2019, Application 3988, (hereinafter “the application”) was submitted by CPH, Inc. to the City of Palm Coast Community Development Department for approval of approximately 28.60+/- acres of land into 107 single family residential lots and 8 tracts; and

WHEREAS, the City has reviewed the development proposal and has determined that it is in accordance with the codes, ordinances and land development regulations of the City; and

NOW, THEREFORE, BE IT RESOLVED by the City of Palm Coast, Flagler County, Florida:

SECTION 1. APPROVAL APPLICATION/FINDINGS.

(a). The City Council hereby approves this application for approval of 107 single-family lots and 8 tracts and hereby authorizes the City Manager of the City of Palm Coast to execute the Agreement Restricting Conveyance of Certain Lots (attached as Exhibit “A”) and the Mayor of the City of Palm Coast to execute the Plat.

(b). The development approval sought under and pursuant to the application is consistent with the City of Palm Coast Comprehensive Plan and Development of the property will be subject to and consistent with and in compliance with applicable land development regulations and all other applicable regulations and ordinances as set forth in the *Code of Ordinances of the City of Palm Coast*.

SECTION 2. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 4. IMPLEMENTING ACTIONS. The City Manager, or designee, is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this ____ day of _____ 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

EXHIBIT "A"

Prepared by:
Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

Return to:
City Clerk
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

AGREEMENT RESTRICTING CONVEYANCE OF CERTAIN LOTS

THIS AGREEMENT RESTRICTING CONVEYANCE OF CERTAIN LOTS (the "Agreement") is made this ____ day of _____, 2019 by and between MATANZAS LAKES, LLC, a Florida limited liability company, whose address is 185 Cypress Point Parkway, Palm Coast, Florida 32137 ("Matanzas Lakes") and the CITY OF PALM COAST, whose address is 160 Lake Avenue, Palm Coast, Florida 32164 (the "City").

RECITALS

- A. Matanzas Lakes is the owner of certain real property situated in Flagler County, Florida and more particularly described in the attached Exhibit "A" (the "Property");
- B. The Property is subject to the Master Planned Agreement between the City and Matanzas Land, LLC, recorded in Official Records Book 2177, Page 178 and re-recorded in Official Records Book 2223, Page 249 of the Public Records of Flagler County, Florida ("MPD Agreement");
- C. Matanzas Lakes has caused the Property to be subdivided by recording the Subdivision Plat of Matanzas Lakes in Map Book ____ Page ____ of the Public Records of Flagler County, Florida (the "Final Plat"); and
- D. As a condition to approving the Final Plat for recording, and as required by the MPD Agreement, the City has required that Lots 71 through 83 as described on the Final Plat shall not be conveyed or sold by Matanzas Lakes until the conditions of the MPD Agreement are satisfied ("Restricted Lots");

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Matanzas Lakes and the City agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and are incorporated hereby by this reference.

2. Restriction. Matanzas Lakes shall not sell, convey or transfer title to any of the Restricted Lots until construction of the Stormwater Facility and the Launch Facilities (collectively, the “Public Improvements”) is complete, as those terms are defined in the MPD Agreement.
3. Duration and Termination. This Agreement shall remain binding upon Matanzas Lakes and enforceable by the City until the Public Improvements are complete. Upon completion of the Public Improvements, the City agrees to and shall record a notice of termination of this Agreement in the Public Records of Flagler County, Florida. After the termination of this Agreement, Matanzas Lakes may sell, convey or transfer title to the Restricted Lots.
4. Enforcement. If Matanzas Lakes attempts to sell, convey or transfer title to any of the Restricted Lots at any time before this Agreement is terminated as provide for above, the City may deny a building permit or any other development approval permits for the Restricted Lots, may seek injunctive relief to enforce the obligations of Matanzas Lakes under this Agreement and/or may enforce as per the terms of the MPD Agreement.
5. Litigation and Attorney’s Fees. In the event it shall be necessary for Matanzas Lakes or the City to bring suit for enforcement of this Agreement, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys’ fees and paralegals’ fees as fixed by the Court.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
7. Recordation. The original of this Agreement shall be recorded in the Public Records of Flagler County, Florida, at the expense of the Grantee.
8. Binding Covenant. The covenant and rights set forth in this Agreement shall run with the title to the Restricted Lots and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interests to the parties hereto.
9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but together shall constitute one in the same instrument.

IN WITNESS WHEREOF, Matanzas Lakes and the City have caused this Agreement to be executed in a manner and form sufficient to bind them as of the date and year first above written.

WITNESS:

MATANZAS LAKE, LLC
A Florida limited liability company
By: Coastal Atlantic Holdings, LLC
It's Manager
By: Seagate Management LLC
It's Manager

Print Name: _____

Print Name: _____

By: _____
Robert Gazzoli
Manager of Seagate Management LLC

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me on this ____ day of _____, 2019 by Robert Gazzoli, who is the Manager of Seagate Management, LLC, which is the manager of Coastal Atlantic Holdings, LLC, which is the manager of Matanzas Lakes, LLC, on behalf of Matanzas Lakes, LLC. He is personally known to me or has produced _____ as identification.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

WITNESSES:

CITY OF PALM COAST

Print Name: _____

By: _____
Matthew Morton, City Manager

ATTEST:

Print Name: _____

City Clerk

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Matthew Morton, City Manager of the City of Palm Coast, Florida, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

Prepared by:
Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

Return to:
City Clerk
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

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RECITALS

- A. Matanzas Lakes is the owner of certain real property situated in Flagler County, Florida and more particularly described in the attached Exhibit “A” (the “Property”);
- B. The Property is subject to the Master Planned Agreement between the City and Matanzas Land, LLC, recorded in Official Records Book 2177, Page 178 and re-recorded in Official Records Book 2223, Page 249 of the Public Records of Flagler County, Florida (“MPD Agreement”);
- C. Matanzas Lakes has caused the Property to be subdivided by recording the Subdivision Plat of Matanzas Lakes in Map Book ____ Page ____ of the Public Records of Flagler County, Florida (the “Final Plat”); and
- D. As a condition to approving the Final Plat for recording, and as required by the MPD Agreement, the City has required that Lots 71 through 83 as described on the Final Plat shall not be conveyed or sold by Matanzas Lakes until the conditions of the MPD Agreement are satisfied (“Restricted Lots”);

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Matanzas Lakes and the City agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated hereby by this reference.
2. Restriction. Matanzas Lakes shall not sell, convey or transfer title to any of the Restricted Lots until construction of the Stormwater Facility and the Launch Facilities (collectively,

the “Public Improvements”) is complete, as those terms are defined in the MPD Agreement.

3. Duration and Termination. This Agreement shall remain binding upon Matanzas Lakes and enforceable by the City until the Public Improvements are complete. Upon completion of the Public Improvements, the City agrees to and shall record a notice of termination of this Agreement in the Public Records of Flagler County, Florida. After the termination of this Agreement, Matanzas Lakes may sell, convey or transfer title to the Restricted Lots.
4. Enforcement. If Matanzas Lakes attempts to sell, convey or transfer title to any of the Restricted Lots at any time before this Agreement is terminated as provide for above, the City may deny a building permit or any other development approval permits for the Restricted Lots, may seek injunctive relief to enforce the obligations of Matanzas Lakes under this Agreement and/or may enforce as per the terms of the MPD Agreement.
5. Litigation and Attorney’s Fees. In the event it shall be necessary for Matanzas Lakes or the City to bring suit for enforcement of this Agreement, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys’ fees and paralegals’ fees as fixed by the Court.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
7. Recordation. The original of this Agreement shall be recorded in the Public Records of Flagler County, Florida, at the expense of the Grantee.
8. Binding Covenant. The covenant and rights set forth in this Agreement shall run with the title to the Restricted Lots and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interests to the parties hereto.
9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but together shall constitute one in the same instrument.

IN WITNESS WHEREOF, Matanzas Lakes and the City have caused this Agreement to be executed in a manner and form sufficient to bind them as of the date and year first above written.

WITNESS:

MATANZAS LAKE, LLC
A Florida limited liability company
By: Coastal Atlantic Holdings, LLC
It's Manager
By: Seagate Management LLC
It's Manager

Print Name: _____

Print Name: _____

By: _____
Robert Gazzoli
Manager of Seagate Management LLC

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me on this ____ day of _____, 2019 by Robert Gazzoli, who is the Manager of Seagate Management, LLC, which is the manager of Coastal Atlantic Holdings, LLC, which is the manager of Matanzas Lakes, LLC, on behalf of Matanzas Lakes, LLC. He is personally known to me or has produced _____ as identification.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

WITNESSES:

CITY OF PALM COAST

Print Name: _____

By: _____
Matthew Morton, City Manager

ATTEST:

Print Name: _____

City Clerk

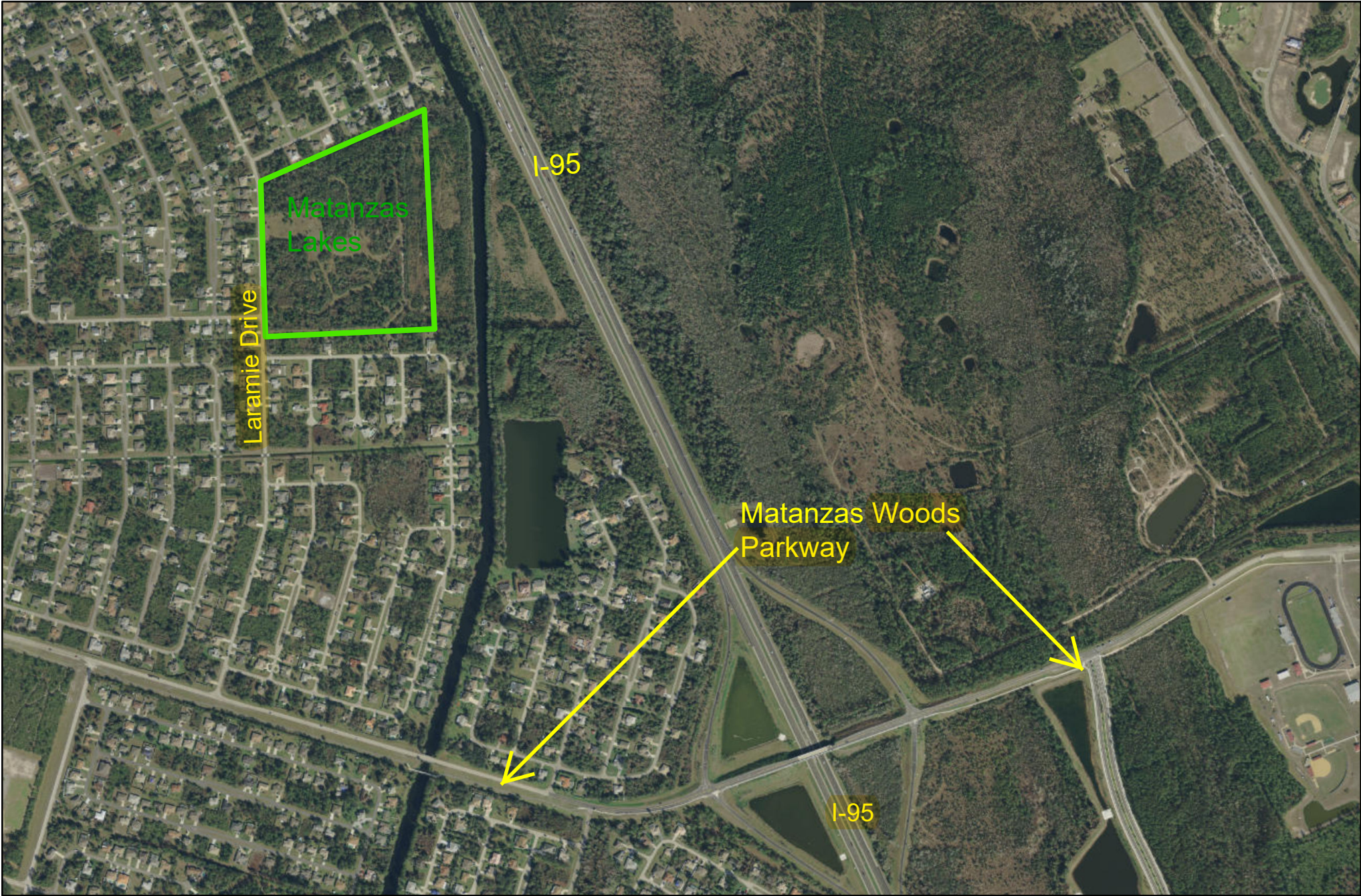
STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Matthew Morton, City Manager of the City of Palm Coast, Florida, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

Matanzas Lakes



0 500 1,000 Feet



Map Provided By: Planning Division



MATANZAS LAKE

PALM COAST, FLORIDA

CONCEPTUAL MASTER PLAN



A SUBDIVISION PLAT OF
MATANZAS LAKES

A REPLAT OF A PART OF PARCEL 29-1 LAKEVIEW-SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 29, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ALL BEING A PORTION OF SECTIONS 26 AND 27, TOWNSHIP 10 SOUTH, RANGE 30 EAST, PALM COAST, FLAGLER COUNTY, FLORIDA.

LANDS THUS DESCRIBED CONTAIN 245,999 SQUARE FEET OR 28.60 AC., MORE OR LESS, IN AREA.

LEGAL DESCRIPTION

A PART OF PARCEL 29-1 LAKEVIEW-SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 29, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID PARCEL 29-1 AND RUN NORTH 01 DEGREES 20' 04" WEST ALONG THE WEST LINE OF SAID PARCEL 900.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 600.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID WEST LINE 98.84 FEET THROUGH A CENTRAL ANGLE OF 09 DEGREES 26' 19" TO THE NORTH LINE OF SAID PARCEL 29-1; THENCE NORTH 64 DEGREES 44' 58" EAST ALONG SAID NORTH LINE 1119.05 FEET; THENCE SOUTH 01 DEGREES 20' 04" EAST 1452.52 FEET TO THE SOUTH LINE OF SAID PARCEL 29-1; THENCE SOUTH 88 DEGREES 39' 56" WEST ALONG SAID SOUTH LINE 1014.85 FEET TO THE POINT OF BEGINNING.

JOINER AND CONSENT TO DEDICATION

INTRACOASTAL BANK HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN OR OTHER ENCUMBRANCE UPON THE A PORTION OF THE PROPERTY SHOWN AND DESCRIBED HEREIN AS THE PLAT ENTITLED "MATANZAS LAKES", LOCATED IN THE CITY OF PALM COAST, FLAGLER COUNTY FLORIDA. INTRACOASTAL BANK HEREBY JOINS AND CONSENTS TO THE DEDICATION OF THE LANDS AND PLAT AND AGREES THAT ITS MORTGAGE, LIEN OR OTHER ENCUMBRANCE RECORDED IN OFFICIAL RECORDS BOOK 2291, PAGE 177, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SHALL BE SUBORDINATE TO SAID DEDICATION. IN WITNESS WHEREOF, INTRACOASTAL BANK, A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS CORPORATE SEAL TO BE AFFIXED BY ITS DULY AUTHORIZED OFFICERS THIS ____ DAY OF _____ OF 2019.

PRINT NAME: _____, RICHARD WELLS, SENIOR VICE PRESIDENT

STATE OF FLORIDA, COUNTY OF FLAGLER

THIS IS TO CERTIFY, THAT ON _____ BEFORE ME, OFFICERS DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED _____ OF THE ABOVE NAMED CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA, WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED THERETO; AND THAT SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.

THE AFORESAID PERSONS ARE PERSONALLY KNOWN TO ME, PRODUCED _____ AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

 NOTARY PUBLIC
 STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES: _____ TITLE/RANK: _____
 COMMISSION NUMBER: _____

CERTIFICATE OF APPROVAL BY THE CITY OF PALM COAST, FLORIDA

THIS IS TO CERTIFY, THAT ON THE _____ DAY OF _____, 2019, THE FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF PALM COAST, FLORIDA.

CITY COUNCIL OF PALM COAST, FLORIDA

BY: _____ BY: _____
 MELISSA HOLLAND, MAYOR VIRGINIA SMITH, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THE FOREGOING PLAT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2019 AT _____

FILE NO. _____ BY: _____
 CLERK

CERTIFICATE OF APPROVAL

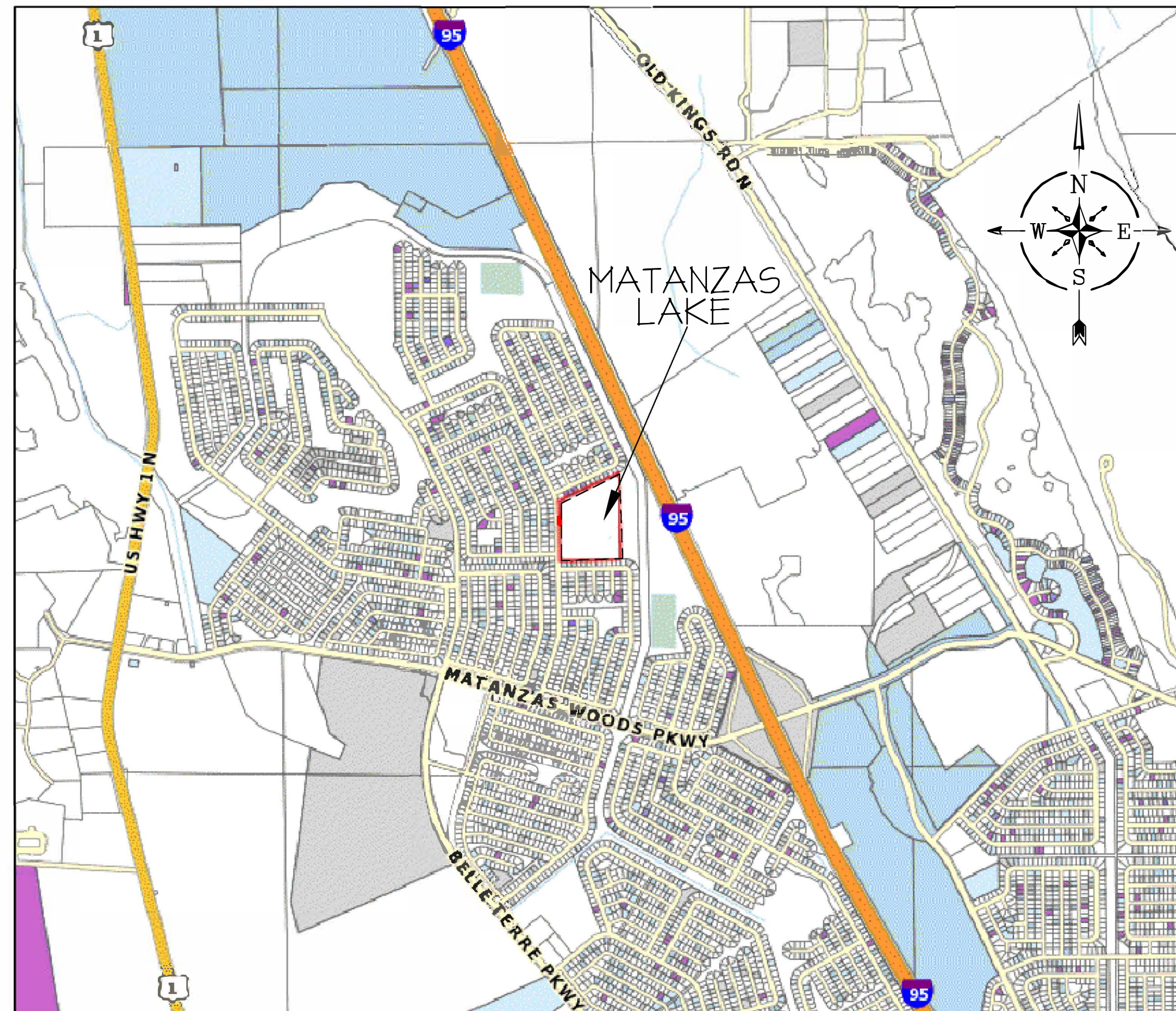
THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2019, THIS PLAT WAS APPROVED.

BY: _____
 CITY ENGINEER

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED PROFESSIONAL SURVEYOR AND MAPPER DOES HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2019, DID COMPLETE THE SURVEY OF LANDS AS SHOWN IN THE FOREGOING PLAT; THAT THE FOREGOING PLAT WAS PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED AND COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS AND FLOOD ZONES THEREIN DESCRIBED AND PLATTED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177.091 (7), AND PERMANENT CONTROL POINTS WILL BE SET IN ACCORDANCE WITH SECTION 177.091 (8) FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN FLAGLER COUNTY, FLORIDA.

DATE _____
 CHARLES R. BASSETT JR. FLORIDA REGISTERED LAND SURVEYOR NO. 4591
 CHARLES BASSETT & ASSOCIATES, INC.



VICINITY MAP
 SCALE = 10,000'

SHEET 1 OF 2
CHARLES BASSETT & ASSOC., INC.
 SURVEYORS - MAPPERS - LAND PLANNERS
 P.O. BOX 10046 - FLEMING ISLAND, FLORIDA - 32006
 LICENSED BUSINESS NUMBER 6628
 PHONE (904) 215-0707 - FAX (904) 215 0711

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2019, THIS PLAT WAS APPROVED.

BY: _____
 PLANNING MANAGER

A SUBDIVISION PLAT OF

MATANZAS LAKES

A REPLAT OF A PART OF PARCEL 29-1 LAKEVIEW-SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 29, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ALL BEING A PORTION OF SECTIONS 26 AND 27, TOWNSHIP 10 SOUTH, RANGE 30 EAST, PALM COAST, FLAGLER COUNTY, FLORIDA.

LANDS THUS DESCRIBED CONTAIN 245,999 SQUARE FEET OR 28.60 AC., MORE OR LESS, IN AREA.

GENERAL SUBDIVISION PLAT NOTES:

1. BEARING DATUM BASED ON THE NORTHERLY LINE OF LAKEVIEW, SECTION 37, PALM COAST PARK AT PALM COAST, AS RECORDED IN MAP BOOK 13, PAGES 3 THROUGH 27 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AS BEING SOUTH 88°34'56" WEST.
2. CONDITIONS AND RESTRICTIONS FOR MATANZAS LAKES ARE RECORDED IN OFFICIAL RECORDS BOOK 2334, PAGES 1041 THROUGH 1131.
3. UNLESS OTHERWISE NOTED MEASUREMENTS ARE IN U.S. FOOT AND DECIMAL PARTS THEREOF.
4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL BE IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5. PERMANENT CONTROL POINTS (PCP'S) AND INTERIOR LOT CORNERS (IRONS) TO BE SET PRIOR TO LOT TRANSFERS.
6. THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (UNSHADED) AS SHOWN, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER 12035C0110D, FLAGLER COUNTY, FLORIDA, EFFECTIVE DATE 7/17/2006. DO NOT USE PLAT FOR FLOOD ZONE DETERMINATIONS. FLOOD INSURANCE RATE MAP INFORMATION IS SUBJECT TO CHANGE, USE THE CURRENT APPROVED FIRM FOR COMMUNITY PANEL NUMBER, DATE AND FLOOD ZONE DETERMINATIONS.
7. ALL UTILITIES ARE TO BE LOCATED UNDERGROUND.
8. PLAT WAS PREPARED WITH THE BENEFIT OF A TITLE OPINION BY LIVINGSTON & SWORD, P.A., DATED MAY 22, 2019.

NOTES REGARDING EASEMENTS:

1. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR: THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. F.S. 177.04(2b).
2. TRACTS C-1, C-4 AND C-8 ARE UTILITY EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING UTILITY SYSTEMS.
3. ALL NUMBERED LOTS ARE SUBJECT TO A 5.00 FOOT UTILITY EASEMENT OVER ALL SIDE LOT LINES.
4. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER AND LIGHT COMPANY AND ALL PUBLIC COMPANIES) EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS; (A) 10 FOOT ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.
5. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
6. TRACT "C-8" IS FOR PURPOSES OF VEHICULAR ACCESS, UTILITIES, DRAINAGE, SIGNAGE AND LANDSCAPING. THE MATANZAS LAKES HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF TRACT OF "C-8" WITH NO RECOURSE TO THE CITY OF PALM COAST, FLORIDA.
7. THE UTILITY EASEMENT OVER TRACT C-8 SHALL PROVIDE ACCESS TO THE CITY OF PALM COAST AND ALLOW FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC UTILITIES.
8. THE 10.00 FOOT WIDE NONEXCLUSIVE UTILITY EASEMENT ACROSS THE FRONTAGE OF ALL LOTS SHALL PROVIDE ACCESS TO THE CITY OF PALM COAST AND ANY PUBLIC OR PRIVATE UTILITY PROVIDERS AND ALLOW FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC UTILITIES.
9. THE DRAINAGE EASEMENTS DEPICTED AND SHOWN HEREIN ARE GRANTED AND CONVEYED TO THE MATANZAS LAKES HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING THEREON, DRAINAGE FACILITIES AND STORMWATER MANAGEMENT FACILITIES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, WITHOUT RECOURSE TO THE CITY OF PALM COAST.
10. THE LANDSCAPE EASEMENTS DEPICTED AND SHOWN HEREON ARE GRANTED AND CONVEYED TO THE MATANZAS LAKES HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF LANDSCAPING AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, WITHOUT RECOURSE TO THE CITY OF PALM COAST.

CERTIFICATE OF REVIEW

I HEREBY CERTIFY, THAT THE UNDERSIGNED, IS A LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND IS EITHER EMPLOYED OR UNDER CONTRACT WITH THE CITY OF PALM COAST. I ALSO CERTIFY THAT I AM NOT REPRESENTING THE OWNER OR OWNERS OF RECORD AND HAVE REVIEWED THIS PLAT AND FOUND IT TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND CITY OF PALM COAST PLATTING REGULATIONS.

DATE: _____ BY: _____

PRINT NAME: _____
 JOSEPH JAY WOOLDRIDGE
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #6944
 CERTIFICATE NO: _____

SHEET 1 OF 2

CHARLES BASSETT & ASSOC., INC.
 SURVEYORS - MAPPERS - LAND PLANNERS
 P.O. BOX 10046 - FLEMING ISLAND, FLORIDA - 32006
 LICENSED BUSINESS NUMBER 6628
 PHONE (904) 215-0707 - FAX (904) 215 0711

DEDICATION FOR MATANZAS LAKES LLC

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, MATANZAS LAKES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LAND DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, EXCEPT FOR TRACTS C-3, C-4 AND C-7, DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED.

TRACTS C-1, C-2, C-5, C-6, AND C-8 ARE DEDICATED TO THE MATANZAS LAKES HOMEOWNERS ASSOCIATION FOR COMMON AREA, DRAINAGE, UTILITIES, RECREATION, LANDSCAPE, COMMON AREA/ACCESS AND A 50' PRIVATE ROAD. TRACTS C-1, C-2, C-5, C-6, AND C-8 ARE TO BE OWNED AND MAINTAINED BY THE MATANZAS LAKES HOMEOWNERS ASSOCIATION, INC..

THE 10' UTILITY EASEMENT PARALLEL TO TRACT C-8 ARE DEDICATED TO THE CITY OF PALM COAST AND PRIVATE UTILITY PROVIDERS FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UTILITIES. THE CITY OF PALM COAST AND PRIVATE UTILITY PROVIDERS ARE RESPONSIBLE FOR THE MAINTENANCE OF UTILITIES LOCATED WITHIN THE UTILITY EASEMENT. SAID PRIVATE ROADS ARE FOR THE USE OF THE OWNERS OF THE LOTS, THEIR SUCCESSORS AND ASSIGNS, THEIR GUESTS, AND FOR ACCESS BY MUNICIPAL SERVICES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE MATANZAS LAKES HOMEOWNERS ASSOCIATION, INC.

IN WITNESS WHEREOF, THE ABOVE LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ROBERT GAZZOLI, MANAGER, AND ITS CORPORATE SEAL TO BE FIXED HERETO BY AND WITH THE AUTHORITY OF ITS MANAGING MEMBER(S), THIS ____ DAY OF _____, 2019.

MATANZAS LAKES, LLC A FLORIDA LIMITED LIABILITY COMPANY BY: COASTAL ATLANTIC HOLDINGS, LLC IT'S MANAGER BY: SEAGATE MANAGEMENT LLC IT'S MANAGER	WITNESSES: _____ (PRINT) _____ _____ (PRINT)
BY: _____ ROBERT GAZZOLI, MANAGER MANAGER OF SEAGATE MANAGEMENT LLC	_____ (PRINT)

STATE OF FLORIDA, COUNTY OF FLAGLER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2019, BY ROBERT GAZZOLI, THE MANAGER OF SEAGATE MANAGEMENT, LLC, WHICH IS THE MANAGER OF COASTAL ATLANTIC HOLDINGS, LLC, WHICH IS THE MANAGER OF MATANZAS LAKES, LLC, HE IS PERSONALLY KNOWN TO ME /OR/ WHO PRODUCED _____ AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

_____ NOTARY PUBLIC STATE OF FLORIDA AT LARGE	TITLE/RANK: _____ COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____	

DEDICATION FOR CITY OF PALM COAST

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, CITY OF PALM COAST, A FLORIDA MUNICIPAL CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE PORTION OF THE LAND DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT AND DESIGNATED AS TRACTS C-3, C-4 AND C-7 ON THIS PLAT, DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED.

TRACTS C-3, C-4 AND C-7 ARE DEDICATED FOR DRAINAGE, UTILITIES AND RECREATION PURPOSES.

TRACTS C-3, C-4 AND C-7 ARE TO BE OWNED AND MAINTAINED BY THE CITY OF PALM COAST.

IN WITNESS WHEREOF, THE CITY OF PALM COAST HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MAYOR AND WITH THE AUTHORITY OF THE CITY COUNCIL OF PALM COAST, FLORIDA THIS ____ DAY OF _____, 2019.

CITY OF PALM COAST INC.	
	WITNESSES: _____ (PRINT)
BY: _____ MELISSA HOLLAND, MAYOR	_____ _____
ATTEST: _____ VIRGINIA SMITH, CITY CLERK	_____ (PRINT)

STATE OF FLORIDA, COUNTY OF FLAGLER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2019, BY THE MAYOR OF CITY OF PALM COAST INC., WHO IS PERSONALLY KNOWN TO ME /OR/ WHO PRODUCED _____ AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

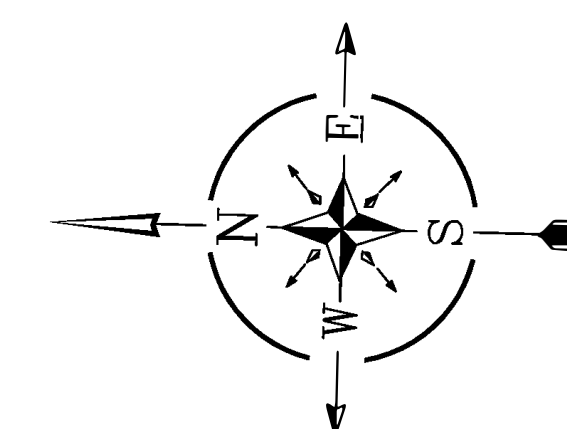
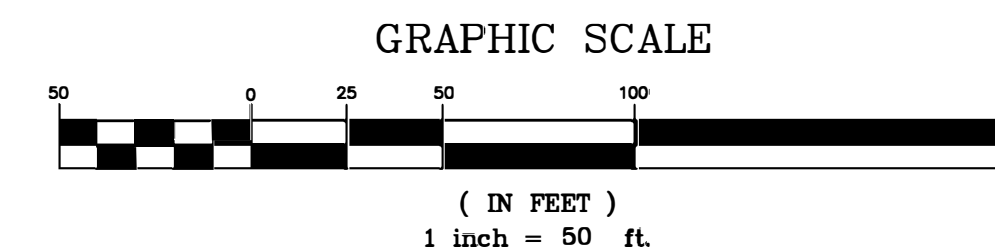
_____ NOTARY PUBLIC STATE OF FLORIDA AT LARGE	TITLE/RANK: _____ COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____	

MATANZAS LAKES

A SUBDIVISION PLAT OF
 A REPLAT OF A PART OF PARCEL 29-1 LAKEVIEW-SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 29, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ALL BEING A PORTION OF SECTIONS 26 AND 27, TOWNSHIP 10 SOUTH, RANGE 30 EAST, PALM COAST, FLAGLER COUNTY, FLORIDA.

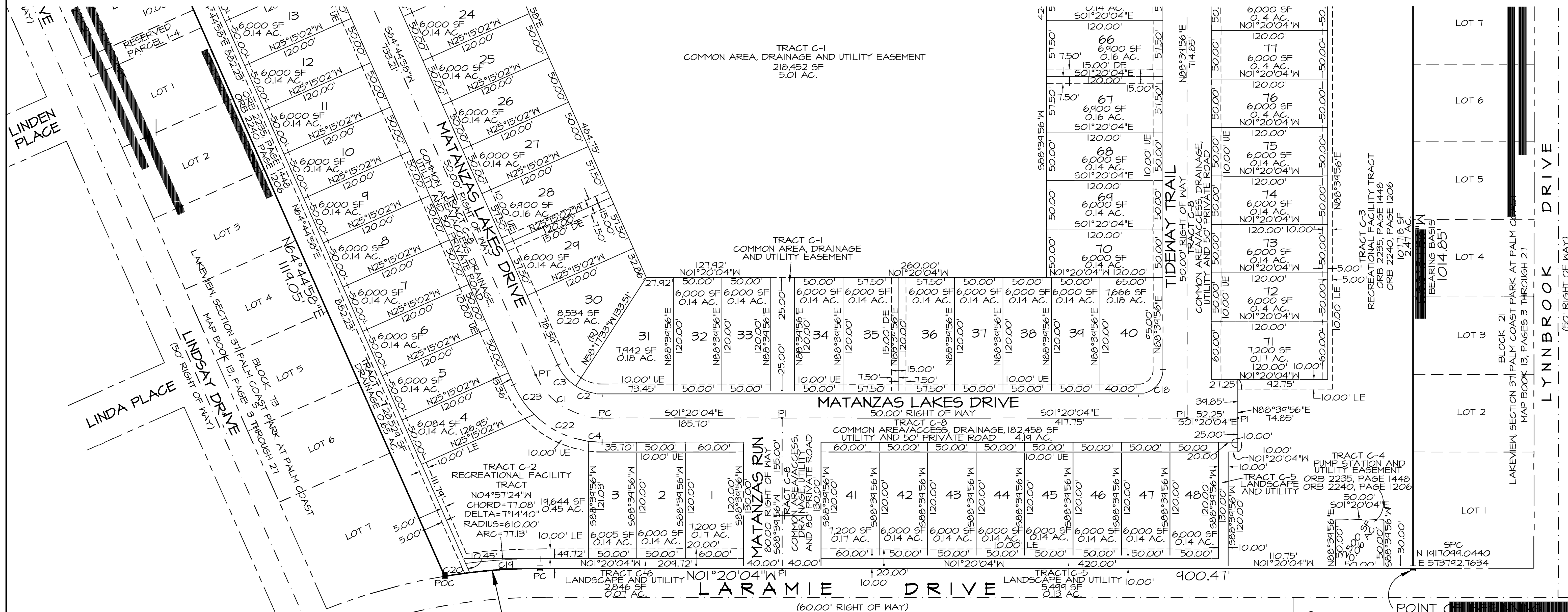
LANDS THUS DESCRIBED CONTAIN 245,999 SQUARE FEET OR 28.60 AC., MORE OR LESS, IN AREA.

MAP BOOK _____ PAGE _____



1 INCH = 60 FEET

SEE SHEET 4 OF 4



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	86.50'	75.00'	66°05'02"	S31°42'21"W	81.71'
C2	28.83'	50.00'	33°02'31"	S15°11'12"W	28.44'
C3	28.83'	50.00'	33°02'31"	S48°13'43"W	28.44'
C4	14.35'	100.00'	8°13'14"	S02°46'33"W	14.34'
C5	44.71'	25.00'	113°54'58"	N58°11'33"W	41.91'
C6	28.83'	25.00'	66°05'02"	N31°42'21"E	21.26'
C7	13.61'	12.00'	64°58'16"	N33°44'12"W	12.84'
C8	60.08'	40.00'	86°03'18"	S23°16'41"E	54.54'
C9	71.18'	40.00'	101°57'24"	S70°43'43"W	62.15'
C10	35.22'	40.00'	50°26'45"	N33°04'10"W	34.09'
C11	4.55'	40.00'	6°30'44"	N04°35'26"W	4.54'
C12	6.54'	40.00'	9°21'44"	N03°20'47"E	6.53'
C13	33.88'	40.00'	48°31'58"	N32°11'38"E	32.88'
C14	44.90'	40.00'	64°18'31"	N88°42'55"E	42.58'
C15	60.58'	40.00'	86°46'32"	S15°44'30"E	54.95'
C16	51.92'	25.00'	118°58'50"	N31°50'34"W	43.08'
C17	34.21'	25.00'	40°00'00"	N43°34'56"E	35.36'
C18	34.21'	25.00'	40°00'00"	S46°20'04"E	35.36'
C19	12.87'	600.00'	6°57'13"	N04°48'44"W	12.82'
C20	25.97'	600.00'	2°28'48"	N04°31'54"W	25.97'
C21			OMITTED		
C22	63.48'	100.00'	36°22'15"	S25°04'17"W	62.42'
C23	31.51'	100.00'	21°24'33"	S54°00'12"W	31.24'

CB=N06°03'13"W
 CHORD=98.73'
 DELTA=9°26'19"
 RADIUS=600.00'
 ARC=98.84'

LEGEND

- AC. ACRES
- AUE. ACCESS AND UTILITY EASEMENT
- DE. DRAINAGE EASEMENT
- LE. LANDSCAPE EASEMENT
- ORB. OFFICIAL RECORDS BOOK
- PC. POINT OF CURVE
- PI. POINT OF INTERSECTION
- POC. POINT ON CURVE
- PT. POINT OF TANGENCY
- (R). RADIAL
- RP. RADIUS POINT
- SF. SQUARE FEET
- SPC. STATE PLANE COORDINATES
- UE. UTILITY EASEMENT
- o. PERMANENT CONTROL POINT, SET STAMPED LB# 6628
- . 4" SQUARE CONCRETE PERMANENT REFERENCE MONUMENT, SET STAMPED LB# 6628

SHEET 3 OF 4

CHARLES BASSETT & ASSOC., INC.

SURVEYORS - MAPPERS - LAND PLANNERS
 P.O. BOX 10046 - FLEMING ISLAND, FLORIDA - 32006
 LICENSED BUSINESS NUMBER 6628
 PHONE (904) 215-0707 - FAX (904) 215 0711

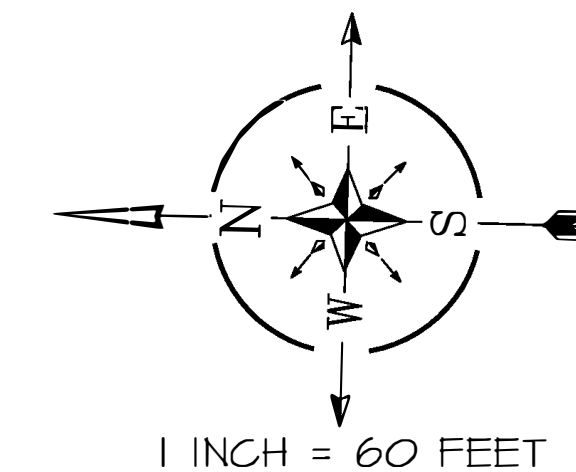
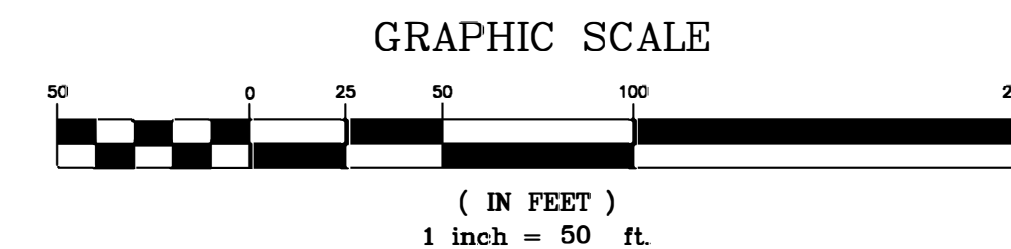
MATANZAS LAKES

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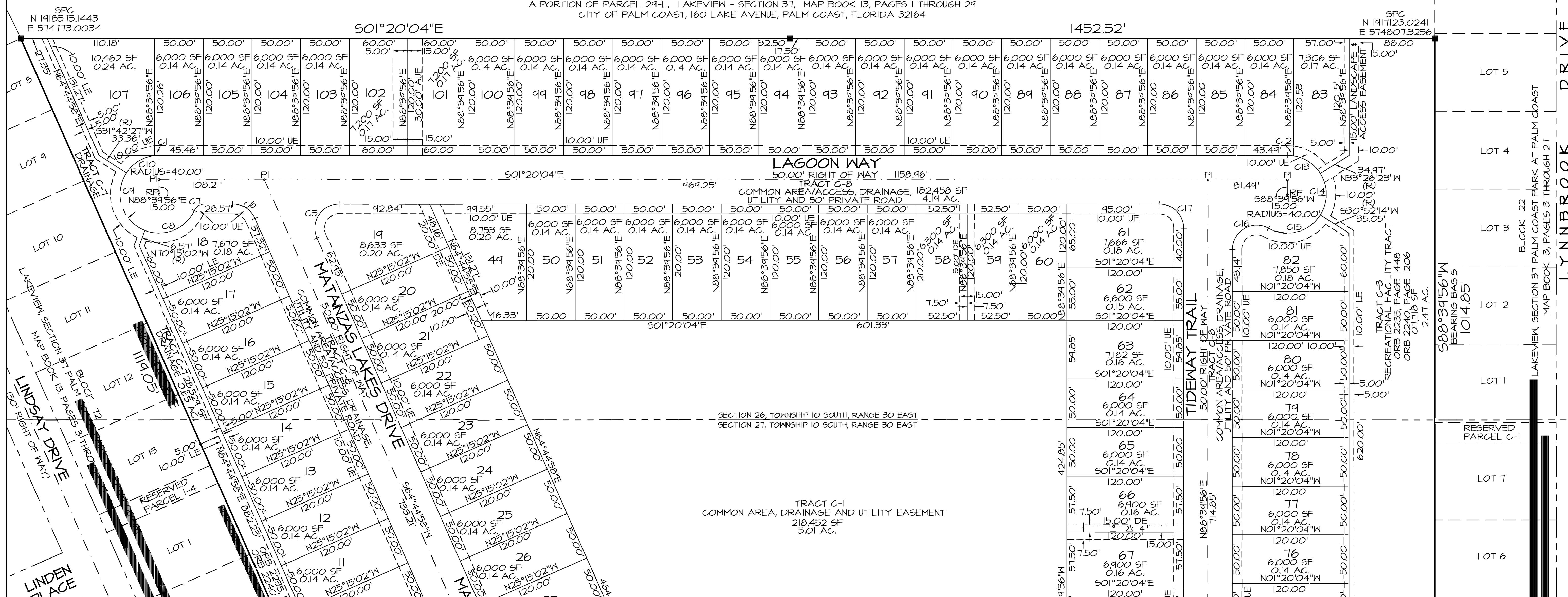
LANDS THUS DESCRIBED CONTAIN 245,999 SQUARE FEET OR 28.60 AC., MORE OR LESS, IN AREA.

MAP BOOK _____ PAGE _____



1 INCH = 60 FEET

A PORTION OF PARCEL 29-1, LAKEVIEW - SECTION 37, MAP BOOK 13, PAGES 1 THROUGH 29
CITY OF PALM COAST, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164



TRACT C-1
COMMON AREA, DRAINAGE AND UTILITY EASEMENT
218,452 SF
5.01 AC.

SEE SHEET 3 OF 4

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	86.50'	75.00'	66°05'02"	S31°42'27"W	81.74'
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C21	OMITTED				
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C23	37.51'	100.00'	21°24'33"	S54°00'12"W	37.24'

LEGEND

ABBREVIATION	DEFINITION
AC	ACRES
AUE	ACCESS AND UTILITY EASEMENT
DE	DRAINAGE EASEMENT
LE	LANDSCAPE EASEMENT
ORB	OFFICIAL RECORDS BOOK
PC	POINT OF CURVE
PI	POINT OF INTERSECTION
POC	POINT ON CURVE
PT	POINT OF TANGENCY
(R)	RADIAL
RP	RADIUS POINT
SF	SQUARE FEET
SPC	STATE PLANE COORDINATES
UE	UTILITY EASEMENT
○	PERMANENT CONTROL POINT, SET STAMPED LB# 6628
■	4" SQUARE CONCRETE PERMANENT REFERENCE MONUMENT, SET STAMPED LB# 6628

SHEET 4 OF 4
CHARLES BASSETT & ASSOC., INC.
SURVEYORS - MAPPERS - LAND PLANNERS
P.O. BOX 10046 - FLEMING ISLAND, FLORIDA - 32006
LICENSED BUSINESS NUMBER 6628
PHONE (904) 215-0707 - FAX (904) 215 0711

**DEVELOPER'S PERFORMANCE BOND FOR LANDSCAPE AND
IRRIGATION WORK**

Bond Number: 41403190

KNOW ALL MEN BY THESE PRESENTS:

That we, Matanzas Lakes, LLC, hereinafter called the Principal, and Platte River Insurance Company, a surety company authorized to do business in the State of Florida, hereinafter called Surety are held and firmly bound to the CITY OF PALM COAST ("CITY"), a municipal corporation of the State of Florida, in the penal sum of One Hundred Forty-Eight Thousand Four Hundred Ninety-Eight and 50/100 DOLLARS (\$ 148,498.50), and Principal and Surety do bind themselves, their respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

NOW THEREFORE, the conditions of these obligations are such that if the Principal shall construct the following work and improvements as shown on Plans and Specifications (Plans) approved by the CITY and dated _____, including, but not limited to, all landscaping and irrigation work as well as the completion of as-built drawings, for the Matanzas Lakes development in accordance with the Plans, and shall pay all costs incurred in connection therewith in full, and if performance is completed in accordance with the Plans and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform all or part of the work required by the Plans, the Surety upon thirty (30) days written notice from the CITY, or its authorized agent or officer, of the default, will forthwith perform and complete the aforesaid construction work and improvements and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to perform and complete the said improvements, the CITY, in view of the public interest, health, safety and welfare involved and the inducement in approving the development, shall have the right to resort to any and all legal remedies against the Principal and the Surety, or either, both at law and in equity, including specifically specific performance, to which the Principal and Surety unconditionally agree.

The Principal and the Surety further jointly and severally agree that the City, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid work in case the Principal should fail or refuse to do so. In the event the CITY should exercise and give effect to such right, the Principal and the Surety be jointly severally liable hereunder to reimburse the CITY the total cost thereof, including, but not limited to engineering, legal and contingent cost, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to carry out and execute all the provisions of this Bond.

This Bond shall remain in full force and effect until this original Bond is returned to the Surety marked "cancelled" by the City.

The Surety waives notice of any alteration or extension of time made by the City.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 20th day of May, 20 19.

Address: 185 Cypress Point Parkway
Palm Coast, FL 32164

Matanzas Lakes, LLC

Principal (SEAL)

By: Robert Gazzoli
Its Manager (if corporation)

ATTEST: _____

CORPORATE SEAL

Platte River Insurance Company



Surety (SEAL)

Address: P.O. Box 5900
Madison, WI 53705

By: Tyler D DeBord
It's Attorney-in-fact

ATTEST: Kara Reuer

Developers Performance Bond Landscape and Irrigation

G:\Docs\City of Palm Coast\Performance Bonds\Developer's Performance Bond for Landscape and Irrigation Work.doc

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41403190

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----PAMELA J THOMPSON; STEPHEN P FARMER; TYLER D DEBORD-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent

Suzanne M. Broadbent
Assistant Secretary

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills

Stephen J. Sills
CEO & President

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of May, 2017.



Antonio Celii

Antonio Celii
General Counsel, Vice President & Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450. PR-POA (Rev. 10-2017)

Plat Surety Performance Bond
Bond Number: 41403189

KNOW ALL MEN BY THESE PRESENTS:

That we Matanzas Lakes, LLC, whose address is 185 Cypress Point Parkway, Palm Coast, FL 32164, hereinafter referred to as "PRINCIPAL" and Platte River Insurance Company, whose address is P.O. Box 5900, Madison, WI 53705, hereinafter referred to as 'SURETY" are held and firmly bound unto the City of Palm Coast, a municipality of the State of Florida, whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164, hereinafter referred to as the CITY in the sum of Nine Hundred Fifty-Three Thousand Seven Hundred Seventy-Three and 74/100 DOLLARS (\$953,773.74) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above bound on PRINCIPAL has as a condition precedent to the approval by the City of Palm Coast of a plat of a certain subdivision known as Matanzas Lakes has covenanted and agreed with the CITY to construct roads, streets and alleys, drainage as well as sidewalks, and other improvements based upon development plans and plans and specification pertaining to said subdivision, said development plans and plans and specifications pertaining to said subdivision being dated _____ day of _____, 20____, and being on file with the CITY and

WHEREAS, it is a condition precedent to the recording of said subdivision that this bond be executed:

NOW THEREFORE, the conditions of these obligations are such that if the bound on PRINCIPAL shall construct the aforesaid improvements in accordance with any date prescribed in the approved development plans and plans and specification dated the _____ day of _____, 20____, or within two (2) years of the date of approval, whichever occurs first, and shall in every respect fulfill its, his, their obligations under the development plans and plans and specifications, and shall indemnify and save harmless the CITY against contingent costs, which the CITY may sustain on account of the failure of the PRINCIPAL to perform in accordance with the developments plans and plans and specifications within the time therein specified, then this obligation to be void; otherwise to be and remain in full force and virtue.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform all or any part of the construction work required by the developments plans or plans and specification above referred to, within the time specified, the SURETY upon forty-five (45) days written notice from the CITY, or its authorized agent or officer, of the default, will forthwith perform and complete the aforesaid construction

Plat Surety Performance Bond
Bond Number: 41403189

work and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the SURETY fail or refuse to perform and complete the said improvements, the CITY, in view of the public, interest, health, safety, and welfare factors involved and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the PRINCIPAL and the SURETY, or either, both at law and in equity, including specifically specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and the SURETY further jointly and severally agree that the CITY, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the PRINCIPAL should fail or refuse to do so. In the event the CITY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally liable hereunder to reimburse the CITY the total cost thereof including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all the provisions of said agreement.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this the 20th day of May, 2019.

Address: 185 Cypress Point Parkway
Palm Coast, FL 32164

Matanzas Lakes, LLC

(SEAL)

PRINCIPAL

By: Robert Gazzoli

Its: Manager
(If corporation)

CORPORATE SEAL

Platte River Insurance Company



SURETY

Address: P.O. Box 5900
Madison, WI 53705

By: Tyler D DeBord
It's Attorney-in-fact

ATTEST: Kara Kuent

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41403189

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----PAMELA J THOMPSON; STEPHEN P FARMER; TYLER D DEBORD-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent

Suzanne M. Broadbent
Assistant Secretary

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills

Stephen J. Sills
CEO & President

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of May, 2019.



Antonio Celii

Antonio Celii
General Counsel, Vice President & Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450. PR-POA (Rev. 10-2017)

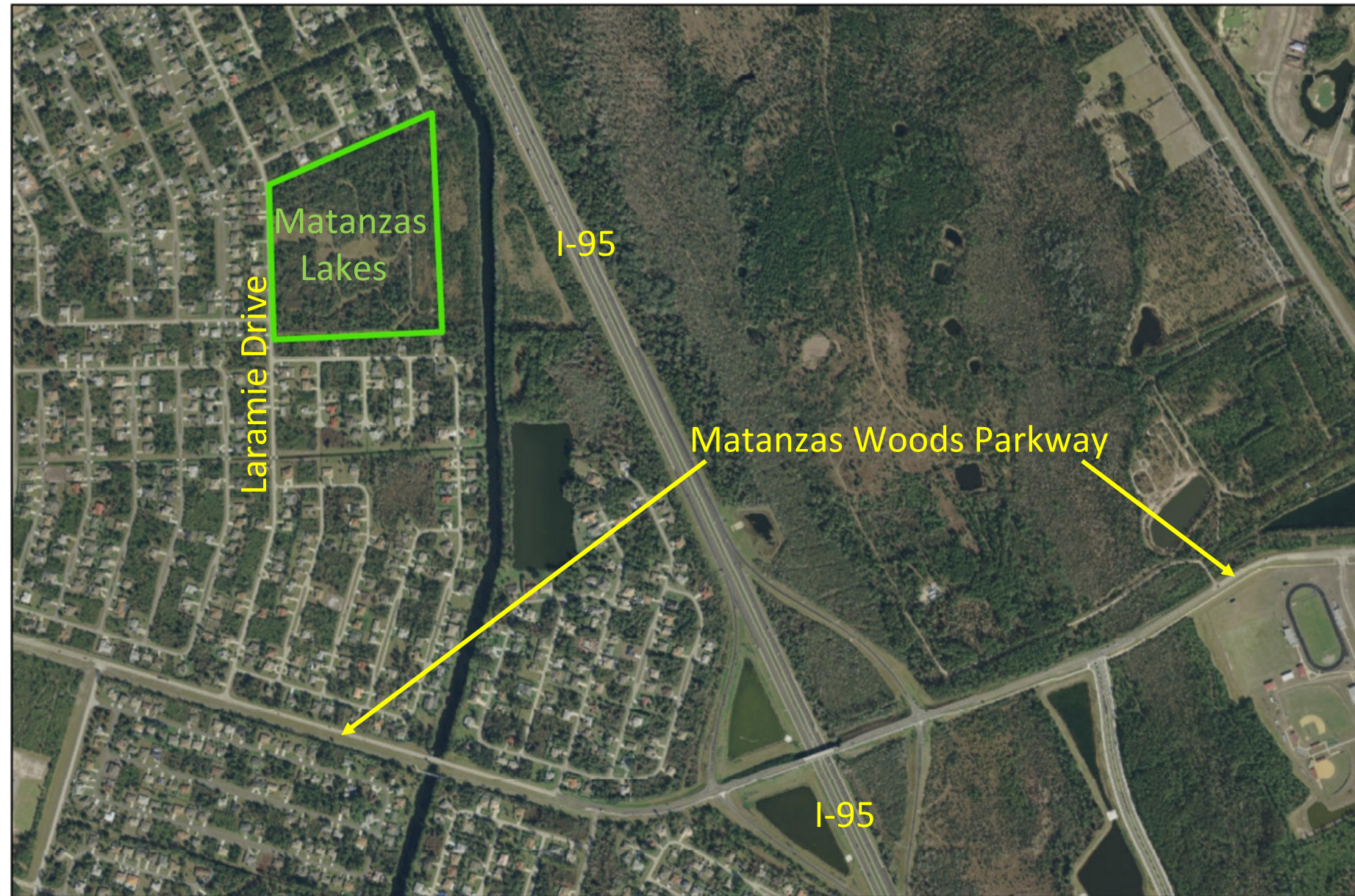
Matanzas Lakes

Final Plat

**City Council Agenda Items
November 5, 2019**

LOCATION MAP

Matanzas Lakes is 28.60 +/- acres and located on the east side of Laramie Drive ½ mile north of Matanzas Woods Parkway



0 500 1,000 Feet



Map Provided By: Planning Division



Background

Matanzas Land
MPD was
approved in
December 2016.

Preliminary Plat
was approved and
infrastructure
construction
started in 2018.



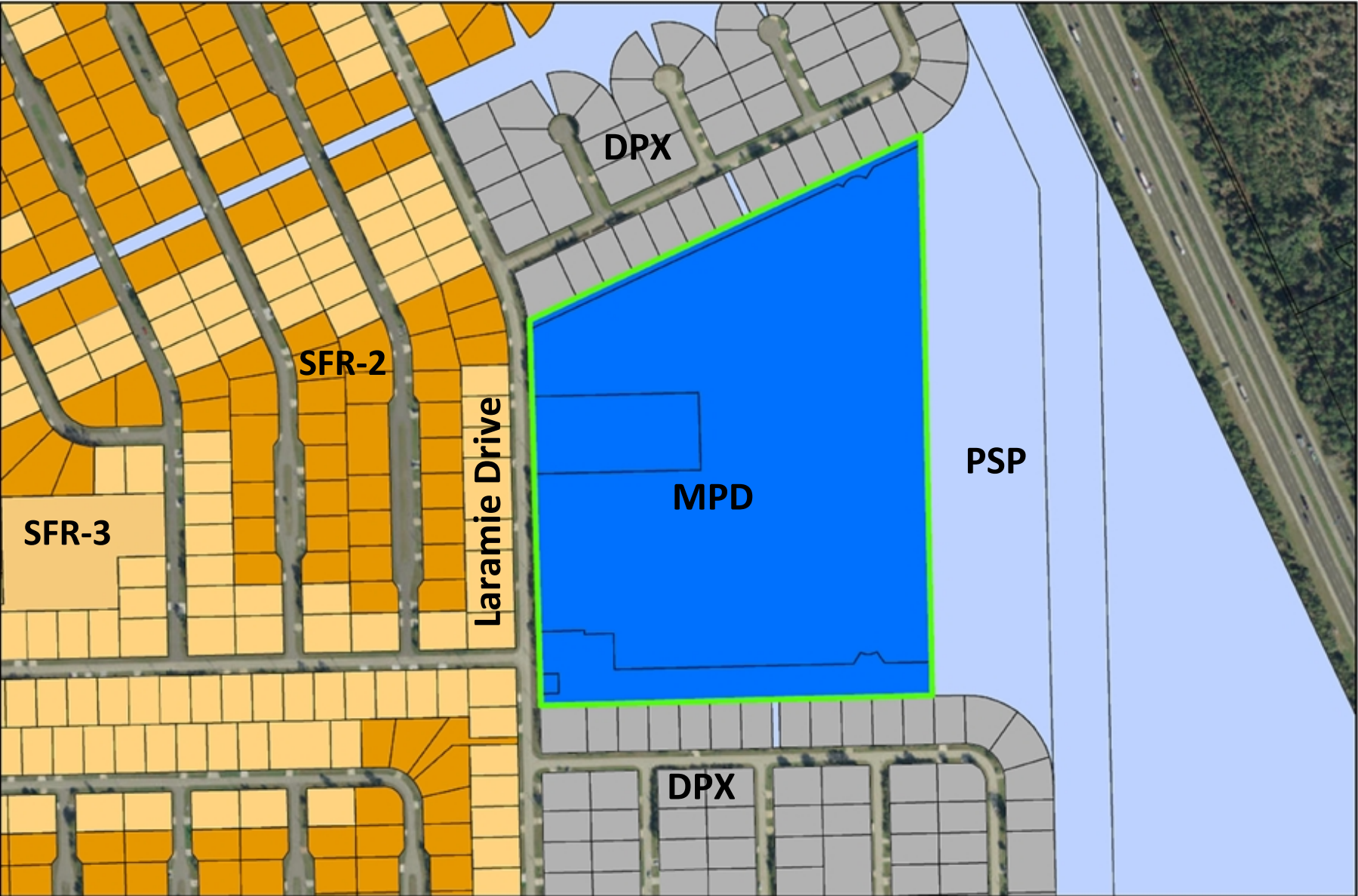
0 200 400
Feet



Map Provided By: Planning Division

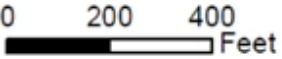


ZONING MAP



Legend

	Parcels		DPX		P&G		SFR-2
	NewZone		MFR-1		PRS		SFR-3
	COM-2		MFR-2		PSP		SFR-4
	COM-3		MPD		SFR-1		SFR-5



Map Provided By: Planning Division





MPD Rezoning and Land Exchange with City

Requires developer to excavate City Lake and Waterway, and construct canoe/kayak launch.

Waterway

These facilities are 75% complete so up to 75% of lots along City Lake/Waterway are available for conveyance.

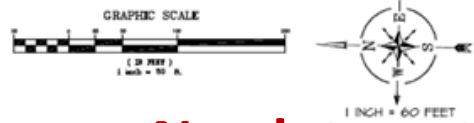
An agreement attached to the resolution temporarily restricts the sale of lots fronting the Waterway.

MATANZAS LAKES

A REPLAT OF A PART OF PARCEL 29-1 LAKEVIEW-SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 29, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ALL BEING A PORTION OF SECTIONS 26 AND 27, TOWNSHIP 10 SOUTH, RANGE 30 EAST, PALM COAST, FLAGLER COUNTY, FLORIDA.

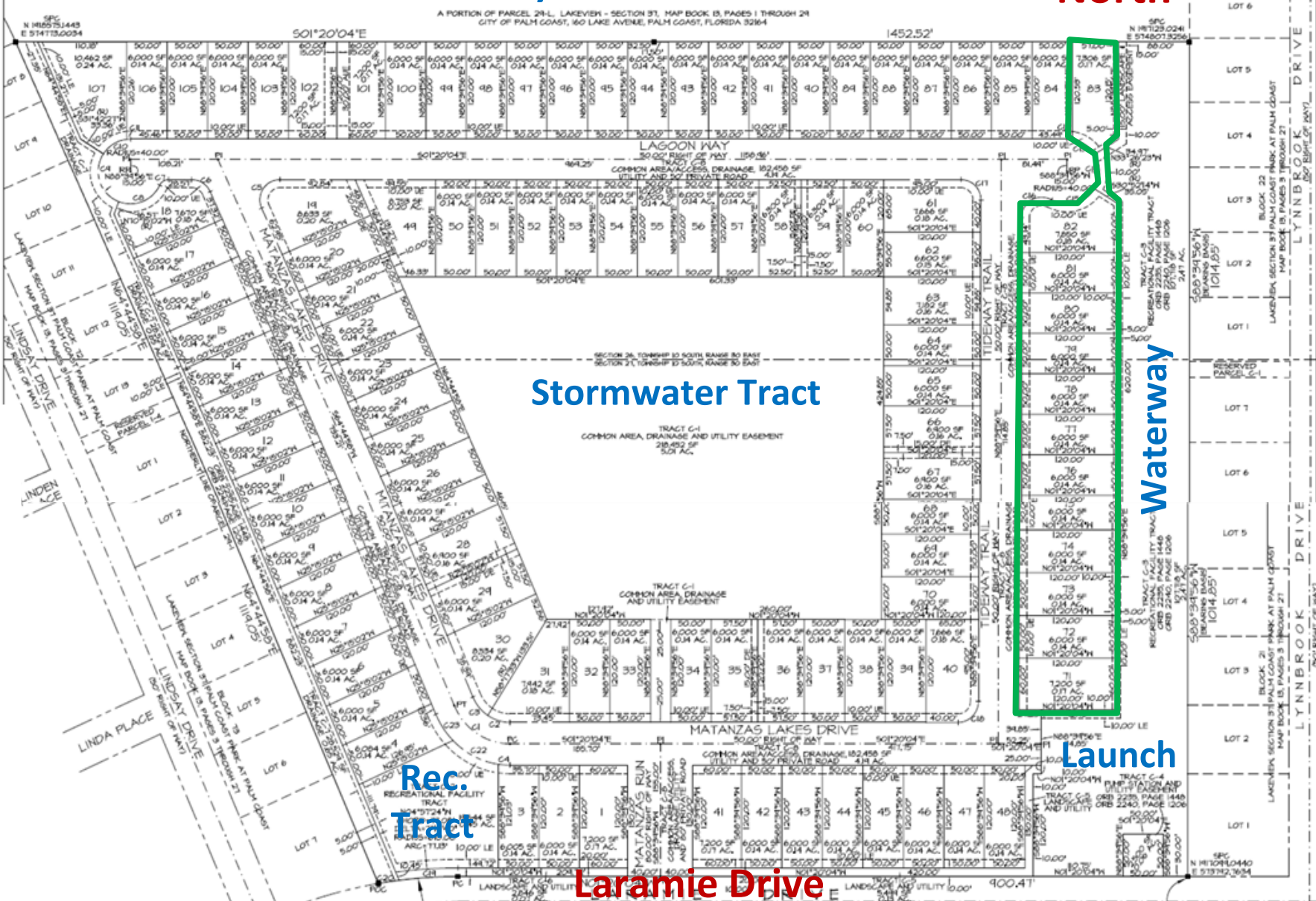
LANDS THIS DESCRIBED CONTAIN 245,911 SQUARE FEET OR 26.60 AC., MORE OR LESS, IN AREA.

MAP BOOK _____ PAGE _____



City Lake

← North



Final Plat Layout

Breakdown includes 107 single-family lots and 8 tracts including those for stormwater, recreation, access and utilities.

Agreement restricts the sale of lots # 71 – 83 (inside green area) until Waterway, City Lake & Launch are complete.



Bonds

Two performance bonds have been received and found acceptable.

One for landscape and irrigation work in the approximate amount of \$148,500.

Another for roads, streets, drainage and sidewalks for about \$954,000.

Recommendation

Adopt Resolution 2019-xx approving Final Plat for Matanzas Lakes and authorizing the Mayor to execute the plat, the City Manager to execute the Agreement Restricting the Conveyance of Certain Lots, and staff to issue a Final Plat Development Order for AR #3988.

Questions

**City of Palm Coast, Florida
Agenda Item**

Agenda Date : 11/05/2019

Department	CITY CLERK	Amount
Item Key	7342	Account
		#
Subject	RESOLUTION 2019-XX APPROVING A RESOLUTION OF SUPPORT – HIGHER EDUCATION IN THE CITY OF PALM COAST	
Background :	<p>The City of Palm Coast has nearly tripled in size since then, and during this period of growth it was declared by the U.S. Census Bureau to be the “fastest growing metropolitan area” in the country. In order to sustain such growth and a high quality of life, it is critical that higher education opportunities be readily available to the City’s residents and the residents in surrounding areas.</p> <p>A citizenry trained in high-demand fields will contribute to a strong employment market in the region, and such an outcome requires close collaboration between employers, educators and local governments. Employers and educators have identified the medical field as a fast-growing and critically important market sector for the entire Northeast and Northcentral Florida region.</p> <p>In order to meet regional workforce needs and train the graduates of the future, the University of North Florida (UNF) is undertaking a bold initiative called “MedNEX,” the nation’s first comprehensive, university-based medical nexus. A major component of the UNF MedNex initiative involves the establishment of a presence in the City of Palm Coast.</p> <p>The City of Palm Coast desires to work closely with UNF and a host of other public and private-sector stakeholders to bring world-class, industry-relevant educational opportunities to its residents and individuals throughout Flagler County and adjacent counties.</p> <p>The Governments of Flagler County, Flagler County School District, Town of Beverly Beach, City of Bunnell, City of Flagler Beach, Town of Marineland and the City of Palm Coast have come together in recognition that the UNF MedNex initiative elevates the entire North East and North Central Florida Region, Flagler County and the municipalities in Flagler County and this initiative is supported as a unified legislative priority.</p>	
Recommended Action :	RESOLUTION 2019-XX APPROVING A RESOLUTION OF SUPPORT – HIGHER EDUCATION IN THE CITY OF PALM COAST	

RESOLUTION 2019-____
HIGHER EDUCATION IN THE CITY OF PALM COAST

A RESOLUTION RELATING TO THE ESTABLISHMENT OF A STATE UNIVERSITY SYSTEM PRESENCE WITHIN THE CITY OF PALM COAST; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast was established on September 21, 1999 through a citizen referendum; and

WHEREAS, the City has nearly tripled in size since then, and during this period of growth it was declared by the U.S. Census Bureau to be the “fastest growing metropolitan area” in the country; and

WHEREAS, in order to sustain such growth and a high quality of life, it is critical that higher education opportunities be readily available to the City’s residents and the residents in surrounding areas; and

WHEREAS, a citizenry trained in high-demand fields will contribute to a strong employment market in the region, and such an outcome requires close collaboration between employers, educators and local governments; and

WHEREAS, employers and educators have identified the medical field as a fast-growing and critically important market sector for the entire Northeast and Northcentral Florida region; and

WHEREAS, in order to meet regional workforce needs and train the graduates of the future, the University of North Florida (UNF) is undertaking a bold initiative called “MedNEX,” the nation’s first comprehensive, university-based medical nexus; and

WHEREAS, a major component of the UNF MedNex initiative involves the establishment of a presence in the City of Palm Coast; and

WHEREAS, the City of Palm Coast desires to work closely with UNF and a host of other public and private-sector stakeholders to bring world-class, industry-relevant educational opportunities to its residents and individuals throughout Flagler County and adjacent counties; and

WHEREAS, the Governments of Flagler County, Flagler County School District, Town of Beverly Beach, City of Bunnell, City of Flager Beach, Town of Marineland and the City of Palm Coast have come together in recognition that the UNF MedNex

initiative elevates the entire North East and North Central Florida Region, Flagler County and the municipalities in Flagler County and this initiative is supported as a unified legislative priority.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA:

SECTION 1. The City Council of the City of Palm Coast hereby strongly endorses the founding of a State University System presence in the City of Palm Coast, commends the University of North Florida for its desire to serve as an educational partner for the region and its leadership in helping satisfy regional workforce needs through the MedNEX initiative, and urges the Florida State University System Board of Governors, Florida Legislature and Governor Ron DeSantis to support the establishment of such programs as may be necessary to further such goals.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of November 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

City of Palm Coast, Florida Agenda Item

Agenda Date: 11/05/2019

Department	PLANNING	Amount
Item Key	7284	Account
Subject	RESOLUTION 2019-XX APPROVING A REQUEST TO THE STATE OF FLORIDA FOR AN EASEMENT TO CONSTRUCT PART OF THE LEHIGH TRAIL TRAILHEAD	
<p><u>UPDATED BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> This item was heard by the City Council at the October 29, 2019 Workshop. There were no changes suggested to this item.</p> <p><u>ORIGINAL BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> The City is currently designing a trailhead that will provide paved parking and restroom facilities for users of the Lehigh Trail. The trailhead will be located adjacent to the Lehigh Trail along Belle Terre Parkway. The site adjacent to the trail (which is owned by the City) is encumbered by a Florida Power & Light (FP&L) easement which severely limits vertical development on the property (i.e. buildings). The surface parking for the trailhead will be located within the easement.</p> <p>Due to the limitations on vertical development, it is necessary to locate the restroom building on property owned by the State of Florida. As part of the request for an easement, the State requires an approved resolution from the City.</p>		
<p>Recommended Action : ADOPT RESOLUTION 2019-XX APPROVING A REQUEST TO THE STATE OF FLORIDA FOR AN EASEMENT TO CONSTRUCT PART OF THE LEHIGH TRAIL TRAILHEAD</p>		

RESOLUTION 2019-_____
REQUEST FOR EASEMENT FROM THE STATE OF FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, REQUESTING AN EASEMENT FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (TIITF) OF THE STATE OF FLORIDA TO CONSTRUCT IMPROVEMENTS FOR THE LEHIGH TRAILHEAD; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lehigh Trail is a 6.8 paved multi-use trail that runs through the heart of Palm Coast; and

WHEREAS, the Lehigh Trail is a popular destination for residents and visitors who wish to enjoy a pleasant walk or bicycle ride; and

WHEREAS, the location north of the Palm Coast Tennis Center on Belle Terre Parkway has served as a de-facto trailhead for users of the Lehigh Trail;

WHEREAS, the City property at this location are limited for development due to constraints created by an FPL easement; and

WHEREAS, the constraints of the FPL easement on City property necessitates the request for an easement to construct improvements on land owned by the State of Florida; and

WHEREAS, the City Council is desirous of requesting an easement from the State of Florida to improve the trailhead facilities that serve the residents and other users of the Lehigh Trail.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL OF REQUEST FOR AN EASEMENT. The City Council of the City of Palm Coast hereby requests an easement from the State of Florida for

construction and maintenance of a restroom facility to serve users of the Lehigh Trail as described in Exhibit "A".

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreement as the result of requested easement depicted in Exhibit "A."

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

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of November 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

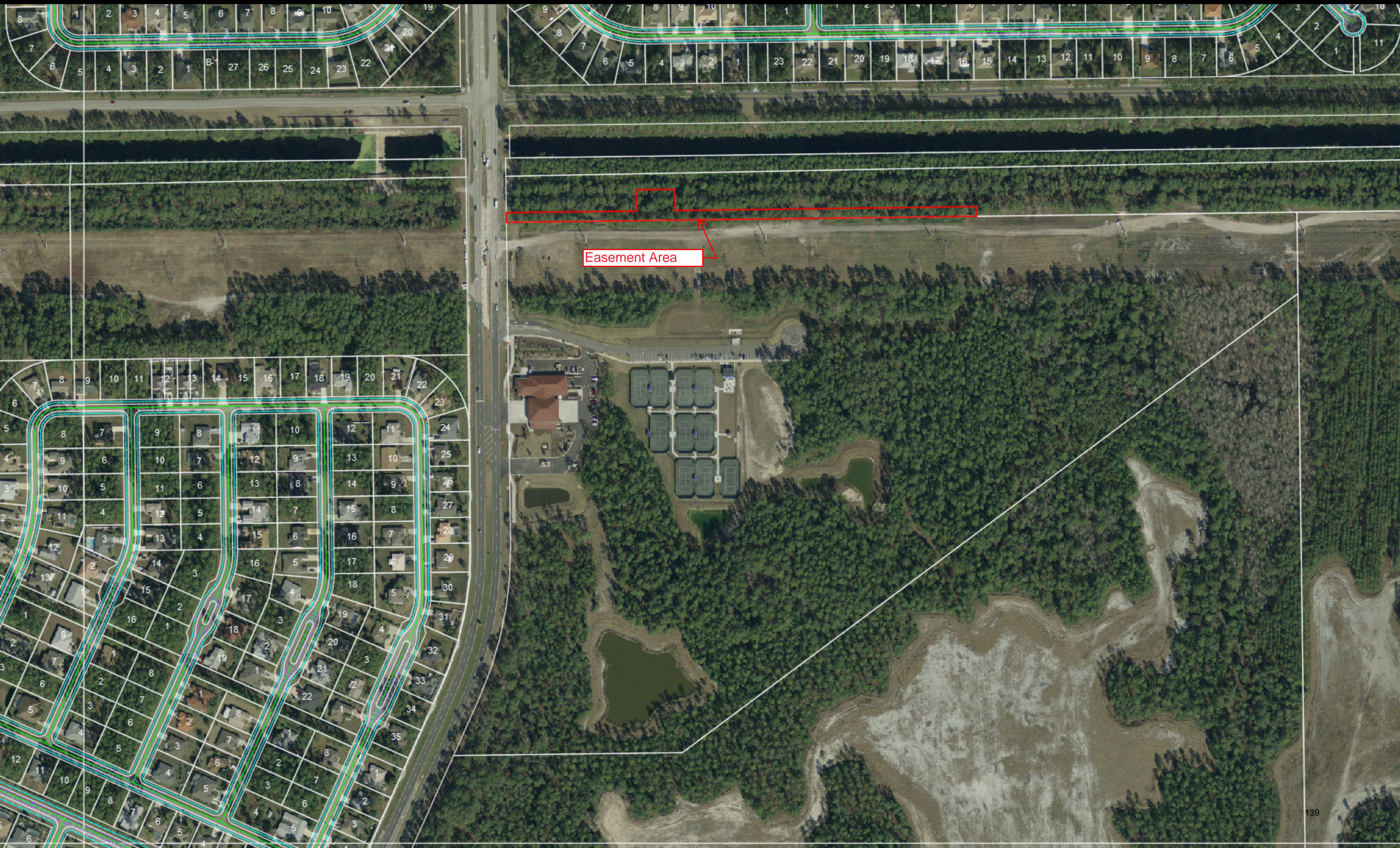
VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

Attachments: Exhibit A – Sketch and Description of Proposed Easement

ATTACHMENT 1 - AERIAL OF PROPOSED EASEMENT FOR LEHIGH TRAIL RESTROOM FACILITY



Easement Area



Request for Easement for Lehigh Trail Trailhead

Lehigh Trailhead



- Location is already used as unimproved trailhead
- FPL Easement on City property limits vertical development
- Lease from State for construction of restroom

Lehigh Trailhead

Staff recommends approval of request for easement from the State of Florida for the Lehigh Trail Trailhead



Questions?

City of Palm Coast, Florida

Agenda Item

Agenda Date: 11/05/2019

Department Stormwater & Engineering	Amount \$72,500.00											
Item Key	Account #54029082-063000-55003											
Subject RESOLUTION 2019-XX APPROVING A GRANT AGREEMENT FOR THE PURCHASE AND INSTALLATION OF GENERATORS AT 5 PUMP STATIONS												
<p><u>UPDATED BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> This item was heard by the City Council at the October 29, 2019 Workshop. There were no changes suggested to this item.</p> <p><u>ORIGINAL BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> Previously, the City received approval of eight Hazard Mitigation Grant Programs (HMGP) from the Florida Division of Emergency Management (FDEM) as a result of the Hurricane Matthew Disaster Declaration (FEMA-4283-DR-FL). The projects will begin construction soon. After Hurricane Irma Disaster Declaration (FEMA-4337-DR-FL), City staff evaluated the remaining sewer pump stations and chose the top five pump stations that crucially need generators, City staff submitted for another HMGP application for the addition of five generators at the sanitary sewer pump stations throughout the City.</p> <p>The City of Palm Coast has received notification that the application is approved for cost share funding by the Federal Emergency Management agency (FEMA). The pump stations serve as critical facilities in the wastewater collection system and these requested auxiliary power sources allow for normal operation during emergency events.</p> <p>The City of Palm Coast will receive a separate Federally-funded Subaward and Grant Agreement for the five pump station generators. The agreement has an end date of June 30, 2021. FDEM serves as a Sub-Recipient, (a non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal Program) and will be managing contract compliance on behalf of FEMA.</p> <p>The federal share obligation for the grant is \$217,500.00, which is 75% of the costs for the generators. The City's share of \$72,500.00 for the pump station generator project is in the Utility 5-Year Capital Improvement Plan and is budgeted for Fiscal Year 2020-2021.</p>												
<p>SOURCE OF FUNDS WORKSHEET FY 2019</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Impr-lift station replacement 54029082-063000-85003</td> <td style="text-align: right;">\$ 3,850,000.00</td> </tr> <tr> <td>Total Expended/Encumbered to Date.....</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Pending Work Orders/Contracts.....</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Current (WO/Contract).....</td> <td style="text-align: right;">\$ 72,500.00</td> </tr> <tr> <td>Balance.....</td> <td style="text-align: right;">\$ 3,733,477.00</td> </tr> </table>			Impr-lift station replacement 54029082-063000-85003	\$ 3,850,000.00	Total Expended/Encumbered to Date.....	\$	Pending Work Orders/Contracts.....	\$	Current (WO/Contract).....	\$ 72,500.00	Balance	\$ 3,733,477.00
Impr-lift station replacement 54029082-063000-85003	\$ 3,850,000.00											
Total Expended/Encumbered to Date.....	\$											
Pending Work Orders/Contracts.....	\$											
Current (WO/Contract).....	\$ 72,500.00											
Balance	\$ 3,733,477.00											
<p>Recommended Action : ADOPT RESOLUTION 2019-XX APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF GENERATORS AT FIVE PUMP STATIONS</p>												

RESOLUTION 2019-_____
HAZARDOUS MITIGATION GRANT PROGRAM
PUMP STATION GENERATORS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, A PASS-THOUGH ENTITY TO THE FEDERAL EMERGENCY MANAGEMENT FOR THE HAZARDOUS MITIGATION GRANT PROGRAM PUMP STATION GENERATORS PROEJCT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Flagler County and the State of Florida were directly impacted by Hurricane Irma which resulted in a Presidential Disaster Declaration and availability of Hazard Mitigation Grant Program (HMGP) funding; and

WHEREAS, to qualify for HMGP funding, a project shall conform to the funding priorities for the disaster, as established in the appropriate Local Mitigation Strategy (LMS) Workgroup; and,

WHEREAS, the City of Palm Coast and other community stakeholders ranked LMS project priorities in December 2017 which included five generators for Wastewater Collection Pump and Lift stations, determined to be critical facilities during emergency events; and,

WHEREAS, the agreement for five generators was awarded June7, 2019, with an end date of June 30, 2021, for a federal share obligation of \$217,500.00, (75% of the costs for the generators).

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. APPROVAL OF GRANT AGREEMENT. The City Council of the City of Palm Coast hereby approves a grant agreement with the Florida Division of Emergency Management, a pass-through entity to the Federal Emergency Management for

the Hazardous Mitigation Grant Program Pump Station Generators Project, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

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

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of November 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit “A”- Federally-Funded Subaward and Grant Agreement

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Palm Coast
PROJECT #:	4337-118-R
PROJECT TITLE:	Generator Project
CONTRACT #:	H0242
MODIFICATION #:	NA

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Brian Matthews Environmental Compliance Manager City of Palm Coast 2 Utility Drive Palm Coast, Florida 32137

Enclosed is your copy of the proposed contract/modification between **City of Palm Coast** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Two (2) Copies printed for Approval
<input type="checkbox"/>	Printed Single-sided <i>(If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature)</i>
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative <i>(blue ink)</i>
<input type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (<input type="checkbox"/> N/A for Modifications)
<input type="checkbox"/>	Two Signed and dated Originals mailed to FDEM - Tallahassee Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist –Veronica S. Ash

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4578 or email me at Renee.singh@em.myflorida.com.

Agreement Number: H0242
Project Number: 4337-118-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient’s name:	<u>CITY OF PALM COAST</u>
Sub-Recipient's unique entity identifier:	<u>59-3614294</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4337-FL</u>
Federal Award Date:	<u>June 7, 2019</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution thru June 30, 2021</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$217,500.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$217,500.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$217,500.00</u>
Federal award project description (see FFATA):	<u>Generator Project</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Renee.singh@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

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 Palm Coast, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. 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.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

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

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

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. 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.

(3) 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 Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

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

Renee Singh, Project Manager
Florida Division of Emergency Management
Bureau of Mitigation
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: (850) 815-4578
Email: Renee.singh@em.myflorida.com

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

Brian Matthews, Environmental Compliance Manager
City of Palm Coast
2 Utility Drive
Palm Coast, Florida 32137
Telephone: (386) 986-2353
Email: bmatthews@palmcoastgov.com

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.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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.

(7) SCOPE OF WORK.

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

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on **June 30, 2021**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) 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 Sub-Recipient only for allowable costs incurred by the Sub-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 **\$217,500.00**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

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

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. 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. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. 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 Sub-Recipient.
 - j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
 - i. 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,
 - ii. 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.

(10) RECORDS

- a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.
- b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, 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 Sub-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 Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.
- c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. 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.

h. 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.

i. The Sub-Recipient shall maintain all records for the Sub-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.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). 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).”

c. When conducting an audit of the Sub-Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). 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.”

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-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 Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), 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 Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all 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, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING.

a. The Sub-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, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-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 Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-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 Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient 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, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), 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 Sub-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.

(15)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 terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); 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 if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-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. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

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

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-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 Sub-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 (3) 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 Sub-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:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

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

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-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.

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 Sub-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 Sub-Recipient.

(17)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 Sub-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 Sub-Recipient with thirty calendar day's 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 Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-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 Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-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 Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-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 Sub-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 Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

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

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-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 Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-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 Sub-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 Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

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

f. The Sub-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 Sub-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. As required by 2 C.F.R. §200.318(c)(1), the Sub-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. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. 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;

viii. Engage in any arbitrary action during the procurement process; or,

ix. 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. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-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. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

(19) 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:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, 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 Sub-Recipient's quarterly reporting as referenced in Paragraph (12) 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 subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)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, Sub-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.

(22)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 Sub-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 are 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 Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-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 Sub-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 Sub-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:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. 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;

iii. 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 (22) f. ii. of this certification; and,

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

h. In addition, the Sub-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 Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-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 Sub-Recipient created or received under this Agreement.

j. If the Sub-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.

k. 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 Sub-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.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. 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."

c. 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.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-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.

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

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-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 Sub-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 Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-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 Sub-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 (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-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 Sub-Recipient shall become the sole property of the Sub-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 Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

The Sub-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 Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

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

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

SUB-RECIPIENT: CITY OF PALM COAST

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance title and number: 97.039
Award amount: \$217,500.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to wastewater collection systems, in Palm Coast, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-118-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Palm Coast agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient, the City of Palm Coast proposes to install backup power supply generators on concrete pads with integrated automatic power transfer switches at various locations in the wastewater collection system in the City of Palm Coast, Florida.

The HMGP project shall provide protection to these facilities and this shall be accomplished by the installation of permanent generators. The generators shall allow the wastewater-pumping stations to continue operations during power outage caused by major events and prevent sanitary sewer overflows and the hazards associated with them.

The generators shall be protected against a 500-year flood event by implementing specific activities or by locating the generators outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Station	Coordinates
1)	PS-G	29.551887 -81.206035
2)	PS -35-1	29.576431 -81.254436
3)	PS-63-1	29.452907 -81.221030
4)	PS-63-2	29.465790 -81.226266
5)	PS-64-1	29.444616 -81.203731

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- d) Signed and Sealed copy of the As-built plans, as applicable.
- e) Certified Letter of Completion, as applicable:

1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.
- f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- g) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit 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 shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to wastewater collection systems in various locations throughout the City of Palm Coast, Florida, by installing several generators on concrete pads with integrated automatic power transfer switches.

The generators shall be protected against a 500-year flood event by implementing specific activities or by locating the generators outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of

the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **4337-118-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on June 07, 2019; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **June 30, 2021**.

F) FINANCIAL CONSEQUENCES:

If the Sub-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:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;

- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State and Local Contracting:	3 Months
Design / Permitting:	3 Months
Bidding and Contracting:	3 Months
Construction / Installation:	12 Months
State and Local Inspection:	2 Months
Closeout:	1 Month
Total Period of Performance:	24 Months

BUDGET

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
Materials:	\$226,999.00	\$170,249.25	\$56,749.75
Labor:	\$61,861.00	\$46,395.75	\$15,465.25
Fees:	\$1,140.00	\$855.00	\$285.00
<hr/>			
Initial Agreement Amount:	\$290,000.00	\$217,500.00	\$72,500.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$290,000.00	\$217,500.00	\$72,500.00

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$1,140.00

Funding Summary

Federal Share:	\$217,500.00	(75%)
Non-Federal Share:	\$72,500.00	(25%)
Total Project Cost:	\$290,000.00	(100%)

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-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 Sub-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 Sub-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 Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-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 Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-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 Sub-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 Sub-recipient, this assurance shall obligate the Sub-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 Sub-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/government/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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-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 Sub-recipient acknowledges that FEMA may require the Sub-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 Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-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 Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect 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 Sub-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 Sub-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 Sub-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
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: CITY OF PALM COAST

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Generator Project PROJECT #: 4337-118-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0242

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount ____%	Obligated Non- Federal ____%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

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

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: CITY OF PALM COAST PAYMENT #: _____
 PROJECT TYPE: Generator Project PROJECT #: 4337-118-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0242

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<i>This payment represents</i> <i>%</i> <i>completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF PALM COAST

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

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>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.</p>
--

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

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

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 as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period 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
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.

SUB-RECIPIENT: CITY OF PALM COAST PROJECT #: 4337-118-R
PROJECT TYPE: Generator Project CONTRACT #: H0242
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20 \$ _____ Oct-Dec 20 \$ _____ Jan-Mar 20 \$ _____ Apr-Jun 20 \$ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? Yes No (*If No, please describe under **Issues** below*)

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

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or 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.

Person Completing Form: _____

Phone: _____

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions: _____

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-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 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

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

Attachment H

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

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____, of the Sub-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 Sub-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

Date

CITY OF PALM COAST

Sub-Recipient's Name

H0242

DEM Contract Number

4337-118-R

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management (“FDEM” or “Division”) must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This “Instructions and Worksheet” is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM’s issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-118-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$217,500.00

OBLIGATION/ACTION DATE: June 7, 2019

SUBAWARD DATE (if applicable): _____

DUNS#: 174541107

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient, the City of Palm Coast proposes to install backup power supply generators on concrete pads with integrated automatic power transfer switches at various locations in the wastewater collection system in the City of Palm Coast, Florida.

The HMGP project shall provide protection to these facilities and this shall be accomplished by the installation of permanent generators. The generators shall allow the wastewater-pumping stations to continue operations during power outage caused by major events and prevent sanitary sewer overflows and the hazards associated with them.

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal

financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHES (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Palm Coast
PROJECT #:	4337-118-R
PROJECT TITLE:	Generator Project
CONTRACT #:	H0242
MODIFICATION #:	NA

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Brian Matthews Environmental Compliance Manager City of Palm Coast 2 Utility Drive Palm Coast, Florida 32137

Enclosed is your copy of the proposed contract/modification between **City of Palm Coast** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Two (2) Copies printed for Approval
<input type="checkbox"/>	Printed Single-sided <i>(If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature)</i>
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative (<i>blue ink</i>)
<input type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (<input type="checkbox"/> N/A for Modifications)
<input type="checkbox"/>	Two Signed and dated Originals mailed to FDEM - Tallahassee Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist –Veronica S. Ash

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4578 or email me at Renee.singh@em.myflorida.com.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 11/05/2019

Department	Stormwater & Engineering	Amount	\$67,895.00
Item Key		Account	54029082-063000-85003
Subject	RESOLUTION 2019-XX APPROVING A WORK ORDER WITH MCKIM & CREED, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE INSTALLATION OF GENERATORS FOR FIVE PUMPS STATIONS		
<p><u>UPDATED BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> This item was heard by the City Council at the October 29, 2019 Workshop. There were no changes suggested to this item.</p> <p><u>ORIGINAL BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> City staff requested approval of the Florida Division of Emergency Management cost share agreements for Hazard Mitigation Grant for the purchase and installation of generators for five pump stations throughout the City. The generators will be installed at existing pump stations and placed on concrete pads and connected to electrical panels. Some of the pump stations may need minor modifications to accommodate the new generators. In addition, the grants require specific administrative tasks, for example; payroll verification and reimbursement requests.</p> <p>Under the existing contract, staff negotiated a scope and fee not-to-exceed \$67,895 with McKim and Creed for design and construction engineering services for the Hazard Mitigation project. City staff has determined that the cost for the design services are reasonable and fair and are consistent with these types of services for a project of this size and scope. Funds for this project have been budgeted for in the Utility 5-Year Capital Improvement Plan and is budgeted for Fiscal Year 2019-2020.</p>			
SOURCE OF FUNDS WORKSHEET FY 2019			
	Improve-lift station replacement 54029082-063000-85003		\$ 3,850,000.00
	Total Expended/Encumbered to Date.....	\$	
	Pending Work Orders/Contracts.....	\$	
	Current (WO/Contract).....	\$	67,895.00
	Balance	\$	3,782,105.00
Recommended Action :			
ADOPT RESOLUTION 2019-XX APPROVING A WORK ORDER WITH MCKIM & CREED, INC. FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE INSTALLATION OF GENERATORS FOR FIVE PUMP STATIONS			

RESOLUTION 2019-_____
HAZARDOUS MITIGATION GRANT PROGRAM
PUMP STATION GENERATORS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER TO MCKIM & CREED, INC., FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE HAZARDOUS MITIGATION GRANT PROGRAM PUMP STATION GENERATORS PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, McKim & Creed, Inc., is engaged in a continuing services agreement to provide engineering services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to issue a work order under said agreement to McKim & Creed, Inc., for engineering services relating to the design and construction of the Hazardous Mitigation Grant Program Pump Station Generators project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order to McKim & Creed, Inc., for engineering services relating to the design and construction of the Hazardous Mitigation Grant Program Pump Station Generators project, as attached hereto and incorporated herein by reference herein by reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the work order as depicted in Exhibit "A."

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

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of November 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A"-Work Order with McKim & Creed, Inc.

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

**CITY OF PALM COAST
BACKUP POWER TO THIRTY (30) PUMP STATIONS
FEMA GRANT NO.: FEMA-DR-4283-FL**

**PROPOSAL FOR DESIGN, SURVEY, PERMITTING,
BIDDING, AND CONSTRUCTION SERVICES**

I. INTRODUCTION

The City of Palm Coast (CITY) had experienced a much wetter than normal year in 2017, and combined with power outages caused by Hurricane Irma, caused some of the CITY's lift/pump stations to exceed their pumping capacity and overflow. In order to prevent similar occurrences from taking place in the future, the CITY has applied for, and has been approved, to receive Federal and State monies in order to fund construction contracts to furnish and install thirty (30) permanent standby generators to be located at pump station sites throughout the CITY.

The work will be separated into six (6) separate contracts, with each contract incorporating five (5) standby generators at five (5) lift/pump station sites. In addition to the generators, an automatic transfer switch, aluminum enclosure, conduit and other electrical components will be incorporated at a total of thirty (30) lift/pump station sites.

With the project receiving funding from the Florida Division of Emergency Management and the Federal Emergency Management Agency (FEMA), this proposal will include a SUB-CONSULTANT'S effort to oversee the funding and compliance services necessary to assure that the provisions and requirements of the Hazard Mitigation Grant Program (HMGP) are met.

II. OBJECTIVE

The objective of this proposal is to provide engineering and oversight services to the City of Palm Coast for the for the design, survey, permitting, bidding and construction services for the incorporation of thirty (30) permanent standby generators to be installed at thirty (30) lift/pump station sites throughout the CITY.

McKim & Creed, Inc. (CONSULTANT) shall coordinate all work activities through the following CITY staff:

Richard Adams – Utility Director
Steve Flanagan – Community Development Director
Brian Matthews – Environmental Compliance Manager
Mary Kronenberg – Project Manager

III. SCOPE OF WORK

This Scope of Services has been developed to address the anticipated project requirements. Task items not specifically identified in this Scope of Services are not included. If, during the course of the Work Assignment, it is determined that additional work or assistance is necessary to complete this project, those items can be added as additional services at that time.

In preparing this Scope of Services and engineering services fee, the CONSULTANT makes the following assumptions:

- The CITY will provide available record drawings of the thirty (30) lift/pump stations.
- The CITY will provide all required documentation for submittal to the appropriate CITY committees and boards.
- Consistent with the professional standards of care and unless specifically provided herein, the CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

The CONSULTANT shall provide the SCOPE OF SERVICES as outlined below:

Task 1: Project Kickoff and Data Collection

- CONSULTANT shall develop project documents that will include project setup, project schedule, hard and electronic filing systems, and conduct internal kickoff meeting with the design team. Management of the Project will also be included with this task.
- CONSULTANT shall conduct a Project Kickoff Meeting with the CITY staff to discuss the overall project scope, approach and schedule. CONSULTANT shall prepare the meeting agenda and a detailed schedule for the kickoff meeting. Key team members will be identified and procedures for communication and data collection will be established. Meeting minutes will be prepared by CONSULTANT and distributed to meeting attendees.
- CONSULTANT shall work with the CITY to coordinate gathering any existing drawings or other data that is pertinent to the design of the Project.

Task 2: Design Services

- CONSULTANT shall perform a specific purpose topographic survey of the thirty (30) lift/pump station sites.
- CONSULTANT shall provide electrical design services for the incorporation of permanent standby generators at thirty (30) pump station sites located throughout the CITY.
- CONSULTANT shall provide civil/site design services required at each of the thirty (30) lift/pump station sites. Design services shall include siting of the generator; design of the generator slab; detail sheets and standard sheets.
- CONSULTANT shall prepare six (6) Project Manuals to incorporate the latest front end documents and technical sections. Each manual will contain information that is specific to the five (5) lift/pump stations included within each manual.
- CONSULTANT shall prepare 60%, 90% and 100% design drawings and will review the 60% and 90% Drawings with CITY staff. Comments and input from staff will be incorporated into the Contract Documents.
- CONSULTANT shall prepare an Engineer's Opinion of Probable Construction Cost for the project. This information shall be presented to CITY staff for review at the 60%, 90%, and 100% design review stages. The cost will be pertinent to each contract containing the five (5) lift/pump stations.
- CONSULTANT shall provide a Quality Control and Quality Assurance (QA/QC) review of the Project. The review shall be conducted by a senior level engineer not directly involved with the Project in accordance with the CONSULTANT QA/QC procedures prior to each submittal.
- CONSULTANT shall provide electronic files of the Drawings and Project Manual to the CITY that is suitable for placement on the CITY'S website for bidders and suppliers.

Task 3: Prepare Permit Applications

- CONSULTANT shall prepare and submit pump station site plans to the CITY for comments from the Technical Review Committee.
- CONSULTANT shall provide drawings to assist the Contractor with obtaining the CITY Building Permit.

- All permit fees will be paid by the CITY.
- Task Nos. 1, 2 and 3 must be completed and submitted to the Utility Director within 90 days of the issuance of Notice to Proceed or Purchase Order.

Task 4: Negotiation and Bidding Services

- CONSULTANT shall prepare and distribute the six (6) contract documents for the incorporation of permanent standby power at the thirty (30) lift/pump station sites and assist the CITY'S staff in bidding the construction of the project.
- CONSULTANT shall schedule six (6) pre-bid meetings to discuss the Project with prospective Contractors and answer questions they may have about the Project. CONSULTANT shall prepare and forward to the City any necessary clarifications or addenda during the bidding phase.
- CONSULTANT shall attend six (6) bid openings, review and evaluate the bids for this Project, prepare six (6) Bid Tabulations, and provide a Letter of Recommendation of Award for each of the six (6) contracts.

Task 5: Construction Services for FEMA Grant

General

Services described herein relate to the capital funding and compliance services during the design and construction phases of the backup power for pump stations project funded through the Hazard Mitigation Grant Program (HMGP) CFDA Number 97.039 (Project). These services will be provided to assist with compliance with the HMGP requirements.

The SUB-CONSULTANT will represent the CONSULTANT and the CITY and coordinate with the Florida Division of Emergency Management (DEM), CITY staff, the CONSULTANT, and construction companies in the funding administration process. Draft transmittal letters and final document submittals to the DEM to facilitate the funding will be prepared by the SUB-CONSULTANT, as needed. The CITY, the CONSULTANT, and the construction companies will provide documents and information as necessary to complete these tasks. The SUB-CONSULTANT will advise and draft responses to questions and/or comments relative to the funding if needed. The SUB-CONSULTANT will be available to provide advice and consultation relative to the funding process throughout the term of this agreement.

SUB-CONSULTANT'S services include:

A. Advisory Services

For services not included in specific Tasks, the SUB-CONSULTANT will be available on an as needed basis to assist the CITY and the CONSULTANT, attend meetings as necessary, respond to questions, and provide guidance and advice to the CITY, the CITY'S staff, and the CONSULTANT relative to the funding process requirements. The SUB-CONSULTANT will represent the CITY before state and federal agencies and others in settling any issues relative to the funding and compliance process that may arise during the Project period covered in these Tasks. The SUB-CONSULTANT will be available to provide guidance and assistance for the CITY to meet with state and federal elected officials, state and federal agencies, and others if necessary.

B. Construction Bidding Document Preparation Services

The SUB-CONSULTANT will advise and assist the CONSULTANT in the preparation of contract bidding documents with conditions and provisions as may be required by the DEM and FEMA for bidding purposes. The SUB-CONSULTANT will assist the CONSULTANT in obtaining appropriate compliance requirement documents for inclusion in the bidding documents. The SUB-CONSULTANT will advise the CITY and the CONSULTANT of other requirements as may be needed to obtain approval of the DEM to prepare the project for bidding.

C. Pre-Construction and Construction Progress Meetings

The SUB-CONSULTANT will prepare for and attend a Pre-Construction Meeting and Construction Progress Meetings as needed and requested by the CONSULTANT or the CITY to provide guidance relative to the DEM program compliance requirements that apply during construction. If a written response to questions is needed, the SUB-CONSULTANT will assist the CONSULTANT and the CITY in the preparation of the response.

D. Construction Compliance and Disbursement Requests

The SUB-CONSULTANT will assist in monitoring the Minority and Women's Business Enterprises participation and provide reports as may be required by the DEM. The CONSULTANT will collect the monthly M/WBE utilization reports from the contractors and subcontractors when payment applications are received from the contractors and submit to the SUB-CONSULTANT. The SUB-CONSULTANT will advise the CONSULTANT and the CITY in the maintenance of files of compliance documentation as required for inspection by the DEM, auditors, and others. The SUB-CONSULTANT will notify the CONSULTANT

and the CITY of any exceptions noted in the review of the submitted documents and assist the CONSULTANT, CITY, and the contractor in maintaining compliance with the DEM requirements. The SUB-CONSULTANT will assemble the contractor's monthly pay estimates and invoices for other grant eligible costs along with supporting documentation as required by the DEM and prepare draft disbursement request packages. The CONSULTANT or the CITY will verify the contractor's work progress and accuracy of the contractor's monthly pay estimates. The SUB-CONSULTANT will prepare the disbursement requests and submit to the CITY for review, approval, signing, and submittal to the DEM. The SUB-CONSULTANT will represent the CONSULTANT and the CITY and coordinate with the DEM to settle any issues relating to the M/WBE requirements, or other compliance process requirements.

Task 6: Post Design Construction Services

- CONSULTANT shall advise and consult with the CITY for post design and construction activities. CONSULTANT will act as the CITY's representative as provided in the General Conditions of the Contract Documents concerning construction administrative matters as hereinafter described.
- For the purposes of this Scope of Services, it is assumed construction phase services will occur over a period of 300 (three hundred) days to Final Completion, or 270 (two hundred seventy) days from the date of the Notice to Proceed to Substantial Completion, in accordance with the proposed construction contract between the CITY and the Contractor.
- CONSULTANT shall attend and represent the CITY at preconstruction, progress, and project closeout meetings with the Contractor, surveyors, layout personnel and construction quality control testing personnel. CONSULTANT will also review and monitor Contractor's construction schedule and advise the CITY of any anticipated project delays and/or early completion indicated through such review and through construction progress observation. For scope purposes, progress meetings will be held on a bi-weekly basis.
- CONSULTANT shall check and review shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents.
- CONSULTANT shall submit four (4) signed and sealed set of plans and one (1) electronic copy of each contract for submittal to the CITY's Technical Review

Committee of the Planning Department. CONSULTANT will not be required to submit utilization plans direct to the City Engineering Department.

- CONSULTANT shall provide three (3) signed and sealed set and one (1) electronic copy of plans of each contract to the Contractor for City Building Permit requirements. Contractor to submit to the City Building Department.
- CONSULTANT shall retain the services of a Geotechnical firm in order to perform compressive tests on concrete cylinders taken for the concrete slab for support of the generator at each lift/pump station site.
- CONSULTANT may, as the CITY's representative, require special inspection or testing of the work (whether or not fabricated, installed or completed). CONSULTANT shall act as interpreter of the terms and conditions of the Contract Documents and judge of the performance hereunder by the CITY and the Contractor and make decisions on all claims of the CITY and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto; however, CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by CONSULTANT in good faith.
- Based on CONSULTANT's on-site observations as an experienced and qualified design professional and review of the Contractor's applications for payment, supporting data, and information received from the CITY, CONSULTANT shall determine the amounts owing to the Contractor and recommend approval in writing of payments to the Contractor in such amounts. Such recommendations shall constitute representations to the CITY, that are expressions of CONSULTANT's opinion, based on such observations and review, that the work has substantially progressed to the point indicated and that, to the best of CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents).
- CONSULTANT shall make periodic visits to the work site to observe the progress and report to the CITY as to the amount of work completed, the overall quality of executed work, and observed impediments to the successful contract completion. CONSULTANT shall not be required to make exhaustive or continuous on-site observations as to the quality or quantity of completed work; CONSULTANT shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions incidental thereto. CONSULTANT's efforts will be directed toward providing assurance to the CITY that the completed project will substantially conform to the contract, plans,

and specifications, but CONSULTANT shall not be responsible for the Contractor's failure to perform the construction work in accordance with said documents. Based on on-site observation as an experienced and qualified design professional, CONSULTANT will keep the CITY informed as to the progress of the work, will endeavor to guard the CITY against defects and discrepancies and shall coordinate with the CITY and the Contractor as to disapproving or rejecting work which fails to meet the project plans, specifications or other Contract Documents.

- CONSULTANT shall not provide a record of the Contractor's activities throughout the construction, nor notations on the nature and cost of any extra work or changes ordered during construction. CONSULTANT is not responsible for the performance of the construction contract by the Contractor. In order to maintain a complete record of activities and changes, CONSULTANT shall rely on the CITY to provide information based on inspections conducted by the CITY.
- CONSULTANT shall, in conjunction with other CITY representatives, conduct punch list and final observations of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other Contract Documents. These observations shall form the basis for CONSULTANT's review and recommendation for payment on the Contractor's final pay request.
- CONSULTANT shall review Contractor provided record drawings/surveys and other as-built data for installed facilities and bring any apparent discrepancies between the as-built conditions and the design conditions to the attention of the CITY. CONSULTANT shall coordinate with the Contractor regarding provision of the construction record drawings prior to final on-site inspections and punch list preparation. CONSULTANT shall also prepare and furnish to the CITY one (1) set of signed and sealed Record Drawings and one electronic copy (AutoCAD format) of the record drawings showing those changes made during the construction based on the data noted above. CONSULTANT will prepare statements of completion (qualified if necessary) certifying completion of the work, and submit statements in accordance with the Contract Documents, regulatory agencies, and CITY requirements.
- CONSULTANT shall not be responsible for the acts or omissions of the Contractor or any of the Contractor's Sub-Contractors, Agents, Employees, or other persons performing any of the work under the construction contract, or of others.

- CONSULTANT, through its survey sub-consultant, shall establish construction control points on the drawings for the Contractor's use during construction. CONSULTANT is not responsible for laying out the Contractor's work.
- This proposal includes SUB-CONSULTANT services for geotechnical testing (construction quality control) and surveying services. CONSULTANT shall coordinate with all the SUB-CONSULTANTS during construction.
- No other SUB-CONSULTANT services are included.

IV. FEES AND BILLING

The proposed not-to-exceed fee has been calculated utilizing rates as approved in the base contract between CONSULTANT and the City of Palm Coast. Expenses for sub-consultants, printing, travel, telephone and all other related changes have been estimated and included in the above not-to-exceed fee. CONSULTANT shall invoice the CITY based on actual time and expenses and the total amount invoiced to the CITY shall not exceed \$67,895.00. A Fee Matrix showing the estimated hours and the rates is attached for your review.

P:\PROPOSALS ENGINEERING\Proposals 2019 For DB-JX-PC\City Of Palm Coast\192490 - Backup Power To 5 Pump Stations 2019\192490 - Backup Power To 5 Pump Stations 100819.Doc

City of Palm Coast, Florida Agenda Item

Agenda Date: 11/05/2019

Department UTILITY Item Key	Account# 54029083 063000 82008
Subject RESOLUTION 2019-XX APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF 526 MANHOLE DISHES FOR THE WASTEWATER COLLECTION SYSTEM	
<p><u>UPDATED BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> This item was heard by the City Council at the October 29, 2019 Workshop. There were no changes suggested to this item.</p> <p><u>ORIGINAL BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> In August 2018, City staff submitted a grant application to Florida Division of Emergency Management (FDEM) for 526 manhole dishes associated with the wastewater collection system through the Hazard Mitigation Grant Program (HMGP) as a result of Hurricane Irma Disaster Declaration (FEMA-4337-DR-FL). Prior to application, the referenced project was integrated into the Flagler County Local Mitigation Strategy Plan (LMS) and subsequently prioritized with other community stakeholder projects in December 2017. The LMS working group approved 14 prioritized projects across the County for funding under Hurricane Irma. The prioritizing of the projects and ensuring compliance with the LMS is a prerequisite of pursuing HMGP grant funding.</p> <p>The City of Palm Coast received notification on September 17, 2019 that the application has been approved for cost share funding by the Federal Emergency Management Agency (FEMA). The manhole dishes have been determined to be needed in flood prone areas during heavy rainfall events and will act as a barrier from intrusion of rainwater into the wastewater collection system.</p> <p>The City of Palm Coast will receive a Federally-funded subaward and Grant Agreement for 526 manhole dishes. The city received the attached agreement, with an award date of May 3, 2019 and contract expiration date of May 31, 2021. FDEM serves as a pass-through entity providing grant funds to the sub-recipient (City of Palm Coast), and will be managing contract compliance on behalf of FEMA.</p> <p>The total projected project cost is \$53,270.00 which has been budgeted in the Utility Capital Improvement Projects Fund. The FEMA agreement states they will reimburse the City for 75% of the final project cost. The City will be responsible for 25% of the final project cost.</p>	
Recommended Action : ADOPT RESOLUTION 2019-XX APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE AND INSTALLATION OF 526 MANHOLE DISHES FOR THE WASTEWATER COLLECTION SYSTEM	

RESOLUTION 2019 - _____
HAZARD MITIGATION GRANT PROGRAM
MANHOLE DISHES
CONTRACT AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING GRANT AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, A PASS-THROUGH ENTITY TO THE FEDERAL EMERGENCY MANGEMENT AGENCY FOR MANHOLE DISHES TO SERVICE THE WASTEWATER COLLECTION SYSTEM; PROVIDING AN EFFECTIVE DATE; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Flagler County and the State of Florida were directly impacted by Hurricane Irma which resulted in a Presidential Disaster Declaration and availability of Hazard Mitigation Grant Program (HMGP) funding; and

WHEREAS, to qualify for HMGP funding, a project shall conform to the funding priorities for the disaster, as established in the appropriate Local Mitigation Strategy (LMS) Workgroup; and.

WHEREAS, the City of Palm Coast has actively participated as a LMS Workgroup stakeholder and has ensured that mitigation projects associated with weather and man-made hazards are incorporated into the LMS Plan; and

WHEREAS, the City of Palm Coast and other community stakeholders ranked LMS project priorities in December 2017 which included manhole dishes for the wastewater collection system, determined to be in flood prone areas during heavy rainfall events; and

WHEREAS, the grant agreement of five hundred twenty-six manhole dishes was awarded May 2019, for a federal share obligation of \$39,952.50 (75% of the manhole dish cost).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA:

SECTION 1. APPROVAL OF AGREEMENTS. The City Council of the City of Palm Coast hereby approves the FEMA Grant Agreement Number H0212 for Project Number 4337-116-R for five hundred twenty-six (526) manhole dishes, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager is hereby authorized to execute the necessary documents.

SECTION 3. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th Day of November 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachment: Exhibit "A" – Federally-Funded Subaward and Grant Agreement

Approved as to form and legality

William E. Reischmann, Jr., Esq.

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Palm Coast
PROJECT #:	4337-116-R
PROJECT TITLE:	Manhole Dishes, Drainage Project
CONTRACT #:	H0212
MODIFICATION #:	NA

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Mr. Brian Matthews, Environmental Compliance Manager City of Palm Coast 2 Utility Drive Palm Coast, Florida 32137

Enclosed is your copy of the proposed contract/modification between **the City of Palm Coast** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Two (2) Copies printed for Approval
<input type="checkbox"/>	Printed Single-sided <i>(If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature)</i>
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative <i>(blue ink)</i>
<input type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated <input type="checkbox"/> N/A for Modifications)
<input type="checkbox"/>	Two Signed and dated Originals mailed to FDEM - Tallahassee Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist –Veronica S. Ash, FCCM, Office 330-B

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4578 or email me at Renee.singh@em.myflorida.com.

Agreement Number: H0212

Project Number: 4337-116-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient’s name:	<u>CITY OF PALM COAST</u>
Sub-Recipient's unique entity identifier:	<u>59-3614294</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4337-FL</u>
Federal Award Date:	<u>May 3, 2019</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution thru May 31, 2021</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$39,952.50</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$39,952.50</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$39,952.50</u>
Federal award project description (see FFATA):	<u>Drainage Project</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Renee.singh@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

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 Palm Coast, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. 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.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

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

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

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. 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.

(3) 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 Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

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

Renee Singh, Project Manager
Florida Division of Emergency Management
Bureau of Mitigation
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: (850) 815-4578
Email: Renee.singh@em.myflorida.com

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

Brian Matthews, Environmental Compliance
Manager
City of Palm Coast
2 Utility Drive
Palm Coast, Florida 32137
Telephone: (386) 986-2353
Email: bmatthews@palmcoastgov.com

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.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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.

(7) SCOPE OF WORK.

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

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on **May 31, 2021**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) 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 Sub-Recipient only for allowable costs incurred by the Sub-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 **\$39,952.50**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

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

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. 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. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. 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 Sub-Recipient.
 - j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
 - i. 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,
 - ii. 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.

(10) RECORDS

- a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.
- b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, 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 Sub-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 Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.
- c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. 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.

h. 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.

i. The Sub-Recipient shall maintain all records for the Sub-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.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). 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).”

c. When conducting an audit of the Sub-Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). 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.”

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-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 Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), 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 Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all 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, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING.

a. The Sub-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, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-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 Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-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 Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient 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, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), 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 Sub-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.

(15)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 terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); 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 if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-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. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

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

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-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 Sub-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 (3) 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 Sub-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:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

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

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-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.

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 Sub-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 Sub-Recipient.

(17) 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 Sub-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 Sub-Recipient with thirty calendar day's 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 Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-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 Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-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 Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-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 Sub-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 Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

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

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-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 Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-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 Sub-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 Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

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

f. The Sub-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 Sub-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. As required by 2 C.F.R. §200.318(c)(1), the Sub-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. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. 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;

viii. Engage in any arbitrary action during the procurement process; or,

ix. 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. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-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. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

(19) 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:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, 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 Sub-Recipient's quarterly reporting as referenced in Paragraph (12) 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 subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)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, Sub-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.

(22)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 Sub-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 are 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 Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-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 Sub-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 Sub-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:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. 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;

iii. 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 (22) f. ii. of this certification; and,

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

h. In addition, the Sub-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 Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-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 Sub-Recipient created or received under this Agreement.

j. If the Sub-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.

k. 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 Sub-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.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. 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."

c. 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.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-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.

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

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-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 Sub-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 Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-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 Sub-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 (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-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 Sub-Recipient shall become the sole property of the Sub-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 Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

The Sub-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 Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

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

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

SUB-RECIPIENT: CITY OF PALM COAST

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance title and number: 97.039
Award amount: **\$39,952.50**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Localized Minor Drainage Improvement
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve the drainage system in City of Palm Coast, Flagler County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-116-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Palm Coast, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of floodwater, within the City of Palm Coast, Florida.

The scope of work proposes to install 526 stainless-steel manhole dishes with neoprene gaskets in order to protect against the inflow of floodwater into the sewer system and preclude overflows and discharges of wastewater into the environment.

The project shall provide protection against a 500-year event. Activities shall be completed in strict compliance with Federal, State and Local Rules and regulations.

Project Locations:

ID#	Name/Station	Location	Coordinates
1)	Section 11	NE NW SE SW	(29.562732,-81.230569) (29.561230,-81.238773) (29.555844,-81.227735) (29.555959,-81.237098)
2)	Section 20	NE NW SE SW	(29.548200,-81.236586) (29.550439,-81.245423) (29.538138,-81.239931) (29.539666,-81.245734)
3)	Section 21	NE NW SE SW	(29.550548,-81.245717) (29.552458,-81.256003) (29.542149,-81.245253) (29.546060,-81.255764)
4)	Section 27	NE NW SE SW	(29.525580,-81.257090) (29.525358,-81.262425) (29.523114,-81.257060) (29.522894,-81.262258)
5)	Section 32	NE NW SE SW	(29.517453,-81.237294) (29.520204,-81.243534) (29.510448,-81.240466) (29.512238,-81.245620)

6)	Section 57	NE NW SE SW W	(29.470413,-81.182527) (29.471945,-81.190588) (29.457059,-81.180865) (29.456871,-81.184170) (29.461847,-81.179465)
7)	Section 81	NE NW SE SW	(29.553384,-81.198722) (29.553248,-81.206072) (29.544652,-81.195668) (29.543240,-81.209767)
8)	Linear Park Area	N SE SW	(29.570825,-81.192872) (29.565494,-81.192364) (29.566616,-81.195049)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the

Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) A copy of designs, specifications and/or drawings and maps elaborated to complete the scope.
 - b) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - c) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit 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 shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of improving drainage of floodwater, within the City of Palm Coast, Florida by installing 526 stainless-steel manhole dishes with neoprene gaskets to protect against the inflow of floodwater into the sewer system and preclude overflows and discharges of wastewater into the environment.

The completed project shall provide protection against a 500-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall submit a final copy of any designs, maps, specifications and/or drawings elaborated to complete the scope.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 5) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and

approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

- 6) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

D) Environmental:

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

- 8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

This is FEMA project number **4337-116-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on May 03, 2019; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **May 31, 2021**.

F) FINANCIAL CONSEQUENCES:

If the Sub-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:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State and Local Contracting:	3 Months
Construction Plan/Technical Specifications:	3 Months
Bidding:	3 Months
Construction:	12 Months
State and Local Inspections:	2 Months
Closeout Compliance:	1 Month
Total Period of Performance:	24 Months

BUDGET

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
Materials:	\$49,970.00	\$37,477.50	\$12,492.50
Labor:	\$3,300.00	\$2,475.00	\$825.00
Fees:	\$0.00	\$0.00	\$0.00

Initial Agreement Amount:	\$53,270.00	\$39,952.50	\$13,317.50
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$53,270.00	\$39,952.50	\$13,317.50

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

Funding Summary

Federal Share:	\$39,952.50	(75%)
Non-Federal Share:	\$13,317.50	(25%)
Total Project Cost:	\$53,270.00	(100%)

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-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 Sub-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 Sub-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 Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-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 Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-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 Sub-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 Sub-recipient, this assurance shall obligate the Sub-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 Sub-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/government/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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-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 Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-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 Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect 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 Sub-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 Sub-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 Sub-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
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: TOWN OF PALM COAST

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Drainage Project PROJECT #: 4337-116-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0212

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount ____%	Obligated Non- Federal ____%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

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

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: CITY OF PALM COAST PAYMENT #: _____
 PROJECT TYPE: Drainage Project PROJECT #: 4337-116-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0212

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<i>This payment represents</i> <i>%</i> <i>completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF PALM COAST

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

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>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.</p>
--

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

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

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 as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period 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
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.

SUB-RECIPIENT: CITY OF PALM COAST PROJECT #: 4337-116-R
PROJECT TYPE: Drainage Project CONTRACT #: H0212
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20 \$ _____ Oct-Dec 20 \$ _____ Jan-Mar 20 \$ _____ Apr-Jun 20 \$ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? Yes No (*If No, please describe under **Issues** below*)

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

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or 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.

Person Completing Form: _____

Phone: _____

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions: _____

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-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 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

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

Attachment H

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

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____, of the Sub-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 Sub-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

Date

CITY OF PALM COAST

Sub-Recipient's Name

H0212

DEM Contract Number

4337-116-R

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management (“FDEM” or “Division”) must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This “Instructions and Worksheet” is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM’s issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-116-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$39,952.50

OBLIGATION/ACTION DATE: May 3, 2019

SUBAWARD DATE (if applicable): _____

DUNS#: 174541107

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

<p>As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of floodwater, within the City of Palm Coast, Florida.</p> <p>The scope of work proposes to install 526 stainless-steel manhole dishes with neoprene gaskets in order to protect against the inflow of floodwater into the sewer system and preclude overflows and discharges of wastewater into the environment.</p> <p>The project shall provide protection against a 500-year event. Activities shall be completed in strict compliance with Federal, State and Local Rules and regulations.</p> <p>Project Locations:</p>			
ID#	Name/Station	Location	Coordinates
1)	Section 11	NE NW SE SW	(29.562732,-81.230569) (29.561230,-81.238773) (29.555844,-81.227735) (29.555959,-81.237098)
2)	Section 20	NE NW SE SW	(29.548200,-81.236586) (29.550439,-81.245423) (29.538138,-81.239931) (29.539666,-81.245734)
3)	Section 21	NE NW SE SW	(29.550548,-81.245717) (29.552458,-81.256003) (29.542149,-81.245253) (29.546060,-81.255764)
4)	Section 27	NE NW SE SW	(29.525580,-81.257090) (29.525358,-81.262425) (29.523114,-81.257060) (29.522894,-81.262258)
5)	Section 32	NE NW	(29.517453,-81.237294) (29.520204,-81.243534)

		SE SW	(29.510448,-81.240466) (29.512238,-81.245620)
6)	Section 57	NE NW SE SW W	(29.470413,-81.182527) (29.471945,-81.190588) (29.457059,-81.180865) (29.456871,-81.184170) (29.461847,-81.179465)
7)	Section 81	NE NW SE SW	(29.553384,-81.198722) (29.553248,-81.206072) (29.544652,-81.195668) (29.543240,-81.209767)
8)	Linear Park Area	N SE SW	(29.570825,-81.192872) (29.565494,-81.192364) (29.566616,-81.195049)

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

- In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

- Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should

be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHES (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

City of Palm Coast, Florida

Agenda Item

Agenda Date: 11/05/2019

Department	UTILITY	Amount	As Needed
Item Key		Account	54029083 063000 85005
Subject	RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH G.E.M. STONE CONTRACTORS INC. AND S.E. CLINE CONSTRUCTION, INC. FOR EMERGENCY INSTALLATION OF REPLACEMENT PEP TANKS		
<u>UPDATED BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> This item was heard by the City Council at the October 29, 2019 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> The City of Palm Coast Utility Department requires the services of contractors to assist utility staff with the emergency installation of replacement PEP tanks following storm events on an as needed basis. The installation services provided would be based on bid price submittals for the following three emergency line items: (1) new PEP tanks installations, (2) PEP tank replacement installation, and (3) dewatering, when required. Bids were duly advertised and solicited in accordance with the City's Purchasing Policy. Staff recommends City Council approve master service agreements with G.E.M. Stone Contractors Inc. and S.E. Cline Construction, Inc. based on the City of Palm Coast bid ITB-UT-19-89. The notice of intent to award and project bid overview are attached to this agenda item. City staff will purchase services on an as-needed basis using budgeted utility funds appropriated by City Council.			
Recommended Action : ADOPT RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH G.E.M. STONE CONTRACTORS INC. AND S.E. CLINE CONSTRUCTION, INC. FOR EMERGENCY INSTALLATION OF REPLACEMENT PEP TANKS			

RESOLUTION 2019-____
EMERGENCY INSTALLATION
REPLACEMENT PEP TANKS
G.E.M. STONE CONTRACTORS INC. AND S.E. CLINE CONSTRUCTION, INC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER SERVICE AGREEMENTS WITH G.E.M. STONE CONTRACTORS INC. AND S.E. CLINE CONSTRUCTION, INC. FOR EMERGENCY INSTALLATION OF REPLACEMENT PEP TANKS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, G.E.M. Stone Contractors Inc. and S.E. Cline Construction, Inc. have expressed a desire to provide emergency installation of replacement PEP Tanks to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires for G.E.M. Stone Contractors Inc. and S.E. Cline Construction, Inc. to provide for the emergency installation of replacement PEP tanks to the City of Palm Coast.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master services agreements with G.E.M. Stone Contractors Inc. and S.E. Cline Construction, Inc. for the purchase of emergency installation of replacement PEP Tanks, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

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

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of November 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachments:

Exhibit "A" – Master Price Agreement- G.E.M. Stone Contractors Inc. and S.E. Cline Construction, Inc.

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: ITB-UT-19-89 - **EMERGENCY** Installation of Replacement PEP Tanks

Date: 10/1/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 10/4/2019

Firm	Bid
G.E.M. Stone Contractors, Inc. Bunnell, FL	\$2,000.00 New \$2,900.00 Replacement \$350.00 Dewatering
S.E. Cline Construction, Inc. Palm Coast, FL	\$3,575.00 New \$4,030.00 Replacement \$975.00 Dewatering

The intent of the City of Palm Coast is to award ITB-UT-19-89 to both Firms listed above.

Cc: Contract Coordinator, Project Manager, ASSED Director, Department Director, Finance Director

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfaugout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.





ITB-UT-19-89 - EMERGENCY Installation of Replacement PEP Tanks

Project Overview

Project Details	
Reference ID	ITB-UT-19-89
Project Name	EMERGENCY Installation of Replacement PEP Tanks
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of establishing contracts with a vendor(s) capable of providing EMERGENCY services on an “as needed basis”, for the installation of replacement PEP tanks.
Open Date	Sep 04, 2019 8:00 AM EDT
Intent to Bid Due	Sep 25, 2019 2:00 PM EDT
Close Date	Sep 26, 2019 2:00 PM EDT

Awarded Suppliers	Reason	Score
S.E. Cline Construction, Inc.		61.19 pts
G.E.M. Stone Contractors Inc.		100 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Forms 1 - 5	Sep 26, 2019 2:09 PM EDT	Jesse Scott
References	Sep 26, 2019 2:09 PM EDT	Jesse Scott
Price Schedule	Sep 26, 2019 2:09 PM EDT	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Danny Ashburn	Sep 26, 2019 2:13 PM EDT	No
ralph hand	Sep 26, 2019 3:13 PM EDT	No
Jesse Scott	Sep 26, 2019 2:10 PM EDT	No



Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	Submitted and completed as requested
References	Pass/Fail	Technical Review to include doing the reference checks
Price Schedule	Pass/Fail	Technical Review to determine if prices seem reasonable
Price Schedule	100 pts	Price entry
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Required Forms	References	Price Schedule	Price Schedule
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
G.E.M. Stone Contractors Inc.	100 pts	Pass	Pass	Pass	100 pts (\$5,250.00)
S.E. Cline Construction, Inc.	61.19 pts	Pass	Pass	Pass	61.19 pts (\$8,580.00)

City of Palm Coast, Florida

Agenda Item

Agenda Date: 11/05/2019

Department UTILITY	Amount
Item Key	Account 54029082 063000 82001
Subject RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH ALPHA GENERAL SERVICES, INC. FOR EMERGENCY REPLACEMENT PEP TANKS	
<u>UPDATED BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> This item was heard by the City Council at the October 29, 2019 Workshop. There were no changes suggested to this item.	
<u>ORIGINAL BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> The City of Palm Coast Utility Department owns and operates a Pretreatment Effluent Pumping (PEP) System and requested firm pricing for Emergency Replacement Pep tanks on an as needed basis. Alpha General Services, Inc. was the apparent low bid at \$2,646.00 per tank. This price agreement contract will be for three years with the option for two one-year renewals. Bids were duly advertised and solicited in accordance with the City's Purchasing Policy. The notice of intent to award and project bid overview are attached to this agenda item. Staff recommends City Council approve master price agreement with Alpha General Services, Inc. based on the City of Palm Coast bid ITB-UT-19-90. These PEP tanks will be purchased on an as needed basis. Funds are appropriated in the Utility Capital for Renewals and Replacements (R&R).	
Recommended Action : ADOPT RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH ALPHA GENERAL SERVICES, INC. FOR EMERGENCY REPLACEMENT PEP TANKS	

RESOLUTION 2019-____
EMERGENCY REPLACEMENT PEP TANKS
ALPHA GENERAL SERVICES, INC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER PRICE AGREEMENT WITH ALPHA GENERAL SERVICES, INC., FOR EMERGENCY REPLACEMENT PEP TANKS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Alpha General Services, Inc., desires to provide Emergency Replacement PEP Tanks to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase the Emergency Replacement PEP Tanks from Alpha General Services, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL OF PRICE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master price agreement with Alpha General Services, Inc. for the purchase of Emergency Replacement PEP Tanks, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

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

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of November 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachments:
Exhibit "A" – Master Price Agreement-Alpha General Services, Inc.

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: ITB-UT-19-90 - EMERGENCY Replacement PEP Tanks

Date: 10/1/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 10/4/2019

Firm	Bid
Alpha General Services Inc. Sebring, FL	\$2,646.00

The intent of the City of Palm Coast is to award ITB-UT-19-90 to Alpha General Services Inc.

Cc: Contract Coordinator, Project Manager, ASSED Director, Department Director, Finance Director

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfaulgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.





ITB-UT-19-90 - EMERGENCY Replacement PEP Tanks

Project Overview

Project Details	
Reference ID	ITB-UT-19-90
Project Name	EMERGENCY Replacement PEP Tanks
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of securing a firm price for the purchase of EMERGENCY INVENTORY REPLACEMENT Pretreatment Effluent Pumping (PEP) Tanks. (Price Agreement). All tanks shall be new and be supplied by a single vendor.
Open Date	Sep 04, 2019 8:00 AM EDT
Intent to Bid Due	Sep 25, 2019 2:00 PM EDT
Close Date	Sep 26, 2019 2:00 PM EDT

Awarded Suppliers	Reason	Score
Alpha General Services		100 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Forms 1 - 5	Sep 26, 2019 2:07 PM EDT	Jesse Scott
References	Sep 26, 2019 2:07 PM EDT	Jesse Scott
Price Schedule	Sep 26, 2019 2:07 PM EDT	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Danny Ashburn	Sep 30, 2019 6:51 AM EDT	No
ralph hand	Sep 30, 2019 8:18 AM EDT	No
Jesse Scott	Sep 26, 2019 2:08 PM EDT	No



Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	completed and submitted as requested
References	Pass/Fail	Technical review and physical reference checks
Price Schedule	Pass/Fail	Technical review to see if prices seem reasonable
Price Schedule	100 pts	Price entry of bid number
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Required Forms	References	Price Schedule	Price Schedule
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
Alpha General Services	100 pts	Pass	Pass	Pass	100 pts (\$2,646.00)

City of Palm Coast, Florida

Agenda Item

Agenda Date: 11/05/2019

Department	Financial Services	Amount
Item Key		Account
Subject	RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR DISASTER FINANCIAL RECOVERY CONSULTANT SERVICES	
<u>UPDATED BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> This item was heard by the City Council at the October 29, 2019 Workshop. There were no changes suggested to this item.		
<u>ORIGINAL BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> In accordance with the City's Purchasing Policy, City staff advertised and solicited proposals to secure the services of multiple experienced emergency management consulting firms to perform fiscal related disaster recovery and public assistance consulting services in the event of a hurricane or other disaster. The firms selected are capable of tracking disaster related expenses, maintaining appropriate documentation and planning the most effective strategies for financial recovery throughout all the phases of a disaster. They are also capable of assembling a work force within 48 hours and will remain accessible throughout the disaster closeout and audit process. The selected firms have a working knowledge of all applicable federal and state government financial recovery eligibility criteria and any other applicable local, state, federal laws and regulations. The City received five (5) bids which were responsive and responsible. The project bid overview and notice of intent to award are attached. Staff recommends City Council approving Master Service Agreements with the top three (3) ranked firms, GP Strategies Corporation, True North Emergency Management, LLC and Tidal Basin Government Consulting, LLC. City staff will procure these consulting services on an as-needed basis using budgeted funds appropriated by City Council.		
Recommended Action : ADOPT RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH GP STRATEGIES CORPORATION, TRUE NORTH EMERGENCY MANAGEMENT, LLC AND TIDAL BASIN GOVERNMENT CONSULTING, LLC FOR DISASTER FINANCIAL RECOVERY CONSULTANT SERVICES		

RESOLUTION 2019 - ____
DISASTER FINANCIAL RECOVERY
CONSULTANT SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF MASTER SERVICE AGREEMENTS WITH GP STRATEGIES CORPORATION, TRUE NORTH EMERGENCY MANAGEMENT, LLC AND TIDAL BASIN GOVERNMENT CONSULTING, LLC FOR DISASTER FINANCIAL RECOVERY CONSULTANT SERVICES, ON AN AS NEEDED BASIS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, GP Strategies Corporation, True North Emergency Management, LLC and Tidal Basin Government Consulting, LLC desire to provide Disaster Financial Recovery Consultant Services to the City of Palm Coast on an as needed basis; and

WHEREAS, the City Council of the City of Palm Coast desires to have GP Strategies Corporation, True North Emergency Management, LLC and Tidal Basin Government Consulting, LLC, provide for Disaster Financial Recovery Consultant Services, on an as needed basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of Master Service Agreements with GP Strategies Corporation, True North Emergency Management, LLC and Tidal Basin Government Consulting, LLC, for Disaster Financial Recovery Consultant Services on an as needed basis, as referenced herein and attached hereto as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the Agreements as depicted in Exhibit “A.”

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

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of November, 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Master Service Agreements for temporary labor services

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: Disaster Financial Recovery Consultant - RFP-ADM-19-91

Date: 10/2/2019

Appeal Deadline: Appeals must be Filed by 5:00 PM on 10/4/2019

Firm	Points
GP Strategies Corporation	80
True North Emergency Management	75
Tidal Basin	73.67
ICF Incorporated, L.L.C.	72.67
Kinne Associates	71.67

The intent of the City of Palm Coast is to award RFP-ADM-19-91 to GP Strategies Corporation, True North Emergency Management and Tidal Basin.

Cc: Contract Coordinator, Project Manager, ASED Director, Department Director

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfalgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.





RFP-ADM-19-91 - Disaster Financial Recovery Consultant

Project Overview

Project Details	
Reference ID	RFP-ADM-19-91
Project Name	Disaster Financial Recovery Consultant
Project Owner	Kelly Downey
Project Type	RFP
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00



Project Description	This Request for Proposals is issued for the purpose of requesting proposals from qualified firms for financial recovery and related consulting services to support the oversight, management and administration of post-disaster grant funding.
Open Date	Aug 28, 2019 8:00 AM EDT
Intent to Bid Due	Sep 19, 2019 2:00 PM EDT
Close Date	Sep 19, 2019 2:00 PM EDT

Awarded Suppliers	Reason	Score
GP Strategies Corporation		80 pts
True North Emergency Management		75 pts
Tidal Basin		73.67 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Forms 1 -4	Sep 19, 2019 2:23 PM EDT	Kelly Downey
Price Schedule	Sep 19, 2019 2:23 PM EDT	Kelly Downey
Proposal	Sep 19, 2019 2:23 PM EDT	Kelly Downey
Questionnaire	Sep 19, 2019 2:23 PM EDT	Kelly Downey
Addendum #1	Sep 19, 2019 2:23 PM EDT	Kelly Downey
Addendum #2	Sep 19, 2019 2:23 PM EDT	Kelly Downey

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
ICF Incorporated, L.L.C.	Sep 19, 2019 9:29 AM EDT	Hawani Tessema	Hawani.Tessema@icf.com	NTg2NTA=
GP Strategies	Sep 17, 2019 11:22 AM	Joshua Norman	omendoza@gpstrategies.com	NTg0Mzk=

Generated on Oct 02, 2019 2:34 PM EDT - Kelly Downey



Corporation	EDT			
True North Emergency Management	Sep 19, 2019 1:27 PM EDT	Dade Duke	dduke@truenorthem.com	NTg3MjQ=
Kinne Associates	Sep 18, 2019 11:54 PM EDT	Pio Molina	piomolina@kinneassociates.com	NTg2MzE=
Tidal Basin	Sep 19, 2019 12:49 PM EDT	Rachele Drinkwine	airfp@rphc.com	NTg3MTg=

Project Criteria

Criteria	Points	Description
Forms 1 - 5	Pass/Fail	Forms 1 -5
Price Schedule, Questionnaire, & Proposal	Pass/Fail	References, Questionnaire, Price Schedule, & Proposal
Project Understanding and Proposal	15 pts	Project Understanding and Proposal
Qualifications and Experience	20 pts	Qualifications and Experience



Proposal Cost/Price	15 pts	Proposal Cost/Price
Qualifications of Staff	20 pts	Qualifications of Staff
Technical Approach	20 pts	Technical Approach
Questionnaire	10 pts	Questionnaire
Addenda	Pass/Fail	Addenda
Total	100 pts	

Scoring Summary

Active Submissions

	Total	Forms 1 - 5	Price Schedule, Questionnaire, & Proposal	Project Understanding and Proposal	Qualifications and Experience
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 15 pts	/ 20 pts



	Total	Forms 1 - 5	Price Schedule, Questionnaire, & Proposal	Project Understanding and Proposal	Qualifications and Experience
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 15 pts	/ 20 pts
GP Strategies Corporation	80 pts	Pass	Pass	12 pts	17.67 pts
True North Emergency Management	75 pts	Pass	Pass	13 pts	15.67 pts
Tidal Basin	73.67 pts	Pass	Pass	12 pts	16 pts
ICF Incorporated, L.L.C.	72.67 pts	Pass	Pass	12 pts	15.67 pts
Kinne Associates	71.67 pts	Pass	Pass	12 pts	14.33 pts

	Proposal Cost/Price	Qualifications of Staff	Technical Approach	Questionnaire	Addenda
Supplier	/ 15 pts	/ 20 pts	/ 20 pts	/ 10 pts	Pass/Fail



	Proposal Cost/Price	Qualifications of Staff	Technical Approach	Questionnaire	Addenda
Supplier	/ 15 pts	/ 20 pts	/ 20 pts	/ 10 pts	Pass/Fail
GP Strategies Corporation	13.33 pts	16.33 pts	14.33 pts	6.333 pts	Pass
True North Emergency Management	7 pts	15.67 pts	15 pts	8.667 pts	Pass
Tidal Basin	6.333 pts	16 pts	15.67 pts	7.667 pts	Pass
ICF Incorporated, L.L.C.	8.333 pts	14.33 pts	14.33 pts	8 pts	Pass
Kinne Associates	7.333 pts	15.67 pts	14.33 pts	8 pts	Pass

City of Palm Coast, Florida

Agenda Item

Agenda Date: 11/05/2019

Department	Public Works	Amount	
Item Key		Account	
Subject	RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH TETRA TECH, INC., AND DEBRIS TECH, INC., FOR DISASTER MONITORING SERVICES		
<p><u>UPDATED BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> This item was heard by the City Council at the October 29, 2019 Workshop. There were no changes suggested to this item.</p> <p><u>ORIGINAL BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> During times of hurricanes and other extreme events for which we will seek FEMA reimbursement for costs associated with cleanup activities, FEMA requires that there be monitoring of the debris hauling and removal services.</p> <p>City staff advertised, solicited, and received competitive proposals for the disaster debris monitoring services in accordance with the City's Purchasing Policy. Staff recommends City Council approving Master Service Agreements with Tetra Tech, Inc., and DebrisTech, Inc. In support of this recommendation, the project bid overview and notice of intent to award are attached.</p> <p>These Master Service Agreements will be in place to be used only if needed for an emergency; therefore, there are no funds to be encumbered at this time.</p>			
Recommended Action :			
ADOPT RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH TETRA TECH, INC. AND DEBRISTECH, INC. FOR DISASTER MONITORING SERVICES			

RESOLUTION 2019- _____
DISASTER MONITORING SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE MASTER SERVICES AGREEMENTS WITH TETRA TECH, INC AND DEBRISTECH INC., FOR DISASTER MONITORING SERVICES.; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID GRANT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tetra Tech, Inc., and DebrisTech, Inc., desire to provide Disaster Monitoring Services, to the City of Palm Coast; and

WHEREAS, the City of Palm Coasts desires to have Tetra Tech, Inc., and DebrisTech, Inc., for Disaster Monitoring Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS

SECTION 1. APPROVAL OF AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Services Agreements with Tetra Tech, Inc. and DebrisTech, Inc., as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

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

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of November 2019.

CITY OF PALM COAST

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A: Grant Agreement with Flagler Volunteer Services, Inc.

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney



city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: Disaster Monitoring - RFP-ADM-19-93

Date: 10/15/2019

Appeal Deadline: Appeals must be Filed by 5:00 PM on 10/17/2019

Firm	Points
Tetra Tech, Inc.	96.5
DebrisTech, LLC	91
True North Emergency Management	86.25
Universal Engineering Sciences	67.5

The intent of the City of Palm Coast is to award Disaster Monitoring to Tetra Tech, Inc. and DebrisTech, LLC.

For questions regarding the NOIT please contact project coordinator klittle-downey@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfaalgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.





RFP-ADM-19-93 - Disaster Monitoring

Project Overview

Project Details	
Reference ID	RFP-ADM-19-93
Project Name	Disaster Monitoring
Project Owner	Kelly Downey
Project Type	RFP
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00
Project Description	This Request for Proposals is issued for the purpose of securing the services of one or more experienced disaster monitoring contactors (Contractor) to perform monitoring functions related to the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property and public right-of-ways, on site and at Temporary Debris Staging and Reduction Sites (TDSRS) within the City immediately after a hurricane or other disaster.
Open Date	Sep 04, 2019 8:00 AM EDT
Intent to Bid Due	Sep 26, 2019 2:00 PM EDT
Close Date	Sep 26, 2019 2:00 PM EDT



Awarded Suppliers	Reason	Score
Tetra Tech, Inc.		96.5 pts
DebrisTech, LLC		91 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Forms 1 -5	Sep 26, 2019 2:05 PM EDT	Kelly Downey
Price Schedule	Sep 26, 2019 2:05 PM EDT	Kelly Downey
Proposal	Sep 26, 2019 2:05 PM EDT	Kelly Downey
Questionnaire	Sep 26, 2019 2:05 PM EDT	Kelly Downey
Addendum #1	Sep 26, 2019 2:05 PM EDT	Kelly Downey



Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Tetra Tech, Inc.	Sep 25, 2019 2:27 PM EDT	April Waits	april.waits@tetrattech.com	NTkyMDc=
Universal Engineering Sciences	Sep 26, 2019 9:41 AM EDT	Brian Pohl	bpohl@universalengineering.com	NTkyOTY=
DebrisTech, LLC	Sep 26, 2019 11:45 AM EDT	Herman Dungan	hdungan@debristech.com	NTkzMzQ=
True North Emergency Management	Sep 26, 2019 1:02 PM EDT	Dade Duke	dduke@truenorthern.com	NTkzNDg=



Project Criteria

Criteria	Points	Description
Forms 1 - 5	Pass/Fail	Forms 1 -5
Price Schedule, Questionnaire, & Proposal	Pass/Fail	References, Questionnaire, Price Schedule, & Proposal
Project Understanding and Proposal	25 pts	Project Understanding and Proposal Below Average 5 Points Average 10 Points Above Average 15 Points Well Above Average 20 Points Outstanding 25 Points
Experience with Similar Projects	20 pts	Experience with Similar Projects Below Average 4 Points Average 8 Points Above Average 12 Points Well Above Average 16 Points Outstanding 20 Points
Proposal Cost/Price	15 pts	Proposal Cost/Price Below Average 3 Points Average 6 Points Above Average 9 Points Well Above Average 12 Points Outstanding 15 Points
Qualifications of Key Personnel	20 pts	Qualifications of Key Personnel Below Average 4 Points Average 8 Points Above Average 12 Points Well Above Average 16 Points Outstanding 20 Points



Proposed Innovations	10 pts	Proposed Innovations Below Average 2 Points Average 4 Points Above Average 6 Points Well Above Average 8 Points Outstanding 10 Points
Questionnaire	10 pts	Questionnaire Below Average 2 Points Average 4 Points Above Average 6 Points Well Above Average 8 Points Outstanding 10 Points
Addendum #1	Pass/Fail	Addendum #1
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Forms 1 - 5	Price Schedule, Questionnaire, & Proposal	Project Understanding and Proposal	Experience with Similar Projects
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 25 pts	/ 20 pts
Tetra Tech, Inc.	96.5 pts	Pass	Pass	24.25 pts	19.5 pts
DebrisTech, LLC	91 pts	Pass	Pass	23.75 pts	17.25 pts
True North Emergency Management	86.25 pts	Pass	Pass	23.25 pts	18.75 pts
Universal Engineering Sciences	67.5 pts	Pass	Pass	16.75 pts	13.5 pts

	Proposal Cost/Price	Qualifications of Key Personnel	Proposed Innovations	Questionnaire	Addendum #1
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Supplier	/ 15 pts	/ 20 pts	/ 10 pts	/ 10 pts	Pass/Fail
Tetra Tech, Inc.	14.75 pts	19 pts	9.5 pts	9.5 pts	Pass
DebrisTech, LLC	13.25 pts	19 pts	8.75 pts	9 pts	Pass
True North Emergency Management	12 pts	18.5 pts	7.25 pts	6.5 pts	Pass
Universal Engineering Sciences	7.75 pts	14.25 pts	6.5 pts	8.75 pts	Pass

City of Palm Coast, Florida

Agenda Item

Agenda Date: 11/05/2019

Department Utility	Amount \$ 195,000.00
Item Key	Account # 54019090 063000 81001 # 54019090 034000 # 54029082 063000 82001
Subject RESOLUTION 2019-XX APPROVING MASTER SERVICES AGREEMENTS WITH COASTAL CABLE CONSTRUCTION AND B & B UNDERGROUND AND DRILLING, INC. FOR DIRECTIONAL BORING SERVICES.	
<u>UPDATED BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> This item was heard by the City Council at the October 29, 2019 Workshop. There were no changes suggested to this item.	
<u>ORIGINAL BACKGROUND FROM THE OCTOBER 29, 2019 WORKSHOP</u> The City of Palm Coast Utility Division requires casings and piping to be installed under roadways, driveways and waterways for water and wastewater service lines, transmission lines and irrigation lines for both new installations and replacements. The pipe sizes range from 1-1/2 " to 8" in diameter. The contract requires the contractor to provide vehicles, equipment, materials and experienced directional boring crew to perform the installation of casing and piping in a timely and professional manner. The contractor will adhere to the scope of work provided in the bid documents. In accordance with the City's Purchasing Policy, City staff advertised and solicited bids for directional boring services on an as needed basis under bid ITB-UT-19-96. The City received four (4) bids which were responsive and responsible. The project bid overview and notice of intent to award are attached. Staff recommends City Council approving master services agreements for three (3) years with an option for two (2) annual renewals, with Coastal Cable Construction and B & B Underground and Drilling, Inc. for directional boring services. City staff will purchase services on an as-needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2020 Budget includes \$195,000.00 within the Utility budget to purchase these services.	
Recommended Action : ADOPT RESOLUTION 2019-XX APPROVING MASTER SERVICES AGREEMENTS WITH COASTAL CABLE CONSTRUCTION AND B & B UNDERGROUND AND DRILLING, INC. FOR DIRECTIONAL BORING SERVICES	

RESOLUTION 2019 - _____
COASTAL CABLE CONSTRUCTION AND
B & B UNDERGROUND AND DRILLING, INC.
FOR DIRECTIONAL BORING SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING A MASTER SERVICES AGREEMENT WITH COASTAL CABLE CONSTRUCTION AND B & B UNDERGROUND AND DRILLING, INC. FOR DIRECTIONAL BORING SERVICES.; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Coastal Cable Construction and B & B Underground and Drilling, Inc., has expressed a desire to provide services for directional boring to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires for Coastal Cable Construction and B & B Underground and Drilling, Inc., to provide directional boring services to the City of Palm Coast.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master services agreements with Coastal Cable Construction. and B & B Underground and Drilling, Inc. to provide services for directional boring, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

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

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of November 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILLISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments:

Exhibit "A" –Master Services Agreements- Coastal Cable Construction and B & B Underground and Drilling, Inc.

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: ITB-UT-19-96 - Directional Boring Services – Master Services Agreement

Date: 10/18/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 10/23/2019

Firm	Bid (Total of Lines A,B and C from Price Schedule)
Coastal Cable Construction Ormond Beach, FL	\$37.30
B & B Underground and Drilling, Inc. Deland, FL	\$42.00
Danella Construction Corp of Florida Cocoa, FL	\$64.50
T.B. Landmark Construction, Inc. Jacksonville, FL	\$96.00

The intent of the City of Palm Coast is to award ITB-UT-19-96 to **Costal Cable Construction and B & B Underground and Drilling, Inc.**

Cc: Contract Coordinator, Project Manager, ASED Director, Department Director, Finance Director

For questions regarding the NOIT please contact project coordinator, jkscott@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfalgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



ITB-UT-19-96 - Directional Boring Services

Project Overview

Project Details	
Reference ID	ITB-UT-19-96
Project Name	Directional Boring Services
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of soliciting proposals from qualified contractors to perform directional boring services.
Open Date	Oct 02, 2019 8:00 AM EDT
Intent to Bid Due	Oct 16, 2019 2:00 PM EDT
Close Date	Oct 17, 2019 2:00 PM EDT

Awarded Suppliers	Reason	Score
B&B Underground and Drilling, Inc.		89.29 pts
Coastal Cable Construction		100 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Forms 1 - 4	Oct 17, 2019 2:00 PM EDT	Kelly Downey
References	Oct 17, 2019 2:00 PM EDT	Kelly Downey
Price Schedule	Oct 17, 2019 2:00 PM EDT	Kelly Downey
Statement of Qualifications	Oct 17, 2019 2:00 PM EDT	Kelly Downey
Underground Utility Contractor's License	Oct 17, 2019 2:00 PM EDT	Kelly Downey
Equipment List (owned and leased)	Oct 17, 2019 2:00 PM EDT	Kelly Downey

Conflict of Interest

Declaration of Conflict of Interest you have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Peter Roussell	Oct 17, 2019 2:06 PM EDT	No



Jesse Scott	Oct 18, 2019 8:03 AM EDT	No
Mike Hughes	Oct 17, 2019 2:05 PM EDT	No
Richard Sydnor	Oct 17, 2019 2:55 PM EDT	No



Project Criteria

Criteria	Points	Description
Required Forms, References, license	Pass/Fail	Completed and submitted as requested
Price Schedule	100 pts	Entry of bid pricing and review
Equipment List	Pass/Fail	Does it meet expectations to include demonstrating ability to meet the stated needs
License	Pass/Fail	Valid to include any license covering subcontractors
Statement of Qualifications	Pass/Fail	Presented evidence on experience - minimum 5 years
References	Pass/Fail	Physically check the references and score based upon feedback received
Price schedule	Pass/Fail	Does the pricing seem reasonable?
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Required Forms, References, license	Price Schedule	Equipment List	License
Supplier	/ 100 pts	Pass/Fail	/ 100 pts	Pass/Fail	Pass/Fail
Coastal Cable Construction	100 pts	Pass	100 pts (\$37.5)	Pass	Pass
B&B Underground and Drilling, Inc.	89.29 pts	Pass	89.29 pts (\$42)	Pass	Pass
Danella Construction Corp of Florida	58.14 pts	Pass	58.14 pts (\$64.5)	Pass	Pass
T B Landmark Construction, Inc.	39.06 pts	Pass	39.06 pts (\$96)	Pass	Pass



	Statement of Qualifications	References	Price schedule
Supplier	Pass/Fail	Pass/Fail	Pass/Fail
Coastal Cable Construction	Pass	Pass	Pass
B&B Underground and Drilling, Inc.	Pass	Pass	Pass
Danella Construction Corp of Florida	Pass	Pass	Fail
T B Landmark Construction, Inc.	Pass	Pass	Fail

City of Palm Coast, Florida Agenda Item

Agenda Date: 11/05/2019

Department	Public Works	Amount	550,000.00
Item Key	7271	Account	65010071-052002
Subject	RESOLUTION 2019-XX APPROVING PIGGYBACKING THE STATE OF FLORIDA CONTRACT WITH PETROLEUM TRADERS CORPORATION TO PURCHASE BULK FUEL, GASOLINE AND DIESEL PRODUCTS		
Background :	<p>The Public Works Department is responsible for operating and maintaining the citywide fuel facilities, including the purchase of fuel for use in all City vehicles and equipment.</p> <p>The State of Florida has renewed its contract with Petroleum Traders Corporation. City staff is recommending that City Council approve piggybacking the State of Florida contract with Petroleum Traders Corporation to purchase bulk fuel, gasoline and diesel products.</p> <p>Piggybacking existing competitively bid contracts is advantageous since the pricing is generally more competitive than the price we would obtain on our own. Furthermore, the City does not have to incur the expense and delay of soliciting our own bid.</p> <p>The underlying contract is a price agreement. City staff will purchase fuel products on an as needed basis at the contracted rates using budgeted funds appropriated by City Council. The Fiscal Year 2020 Fleet Budget includes available funding in the amount of \$763,365.00 for various fuel related purchases. City staff estimates that the City will expend approximately \$550,000 annually under this contract with Petroleum Traders Corporation.</p>		
Recommended Action :	ADOPT RESOLUTION 2019-XX APPROVING PIGGYBACKING THE STATE OF FLORIDA CONTRACT WITH PETROLEUM TRADERS CORPORATION TO PURCHASE BULK FUEL, GASOLINE AND DIESEL PRODUCTS		

RESOLUTION 2019-____
PIGGYBACKING STATE OF FLORIDA
BULK FUEL, GASOLINE AND DIESEL PRODUCTS
PETROLEUM TRADERS CORPORATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE STATE OF FLORIDA CONTRACT #15100000-19-1 WITH PETROLEUM TRADERS CORPORATION, FOR BULK FUEL, GASOLINE AND DIESEL PRODUCTS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Petroleum Traders Corporation, has expressed a desire to provide bulk fuel, gasoline and diesel products to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase the above referenced products from Petroleum Traders Corporation.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the piggyback contract #15100000-19-1 with Petroleum Traders Corporation for the purchase of bulk fuel, gasoline and diesel products, which is attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of November 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Piggyback State of Florida Contract #15100000-19-1 with Petroleum Traders Corporation

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Petroleum Traders Corporation
Project Name: Bulk Fuel, Gasoline and Diesel
Bid/Reference # 15100000-19-1
Contract Type: Piggyback

Contract Value \$ 550000.00

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 06/30/2022

If Yes, # and length of renewals: 1 year

Renewable (Y/N): Y

City's Project Manager Roger Lachance

Brief Description/Purpose:

To utilize the pricing on the State of Florida contract with Petroleum Traders Coproation to purchase bulk fuel, gasoline and diesel.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

ASED Director _____

Date: _____

City Manager _____

Date: _____

Engagement Letter Authorizing Piggyback

Bulk Fuel, Gasoline and Diesel

Contract Name

15100000-19-1

Contract Reference

In Process

CITY OF PALM COAST

Petroleum Traders Corporation

(Company)

Signature

Print Name

Date

DocuSigned by:

Gayle Newton

Signature

Gayle Newton

Print Name

Oct 3, 2019 | 5:42 AM PDT

Date



AMENDMENT NO.: 1
Bulk Fuel, Gasoline, and Diesel
 State Term Contract No. 15100000-19-1

This Amendment (“Amendment”) effective on the date the document is signed by all parties, to the Bulk Fuel, Gasoline, and Diesel Contract No. 15100000-19-1 (“Contract”), between the State of Florida, Department of Management Services (“Department”) and Petroleum Traders Corporation (“Contractor”), collectively referred to herein as the “Parties.” All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement and in writing as provided in Section IV, “Contract”, of the Contract.

WHEREAS, the Department seeks to remove the emergency fuel plans from the Contract to accommodate the needs of the Division of Emergency Management.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- I. Contract Amendment.** Exhibit A, Scope of Work, is hereby amended to delete Section F, Emergency Fuel Plan, in its entirety from this Contract.
- II. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.
- III. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- IV. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to this subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

Contractor:
Petroleum Traders Corporation

By: _____

By: _____

Name: David Clark

Name: Vicki L. Himes

Title: Chief of Staff

Title: Vice President

Date: _____

Date: _____

Department of
**MANAGEMENT
SERVICES**



Division of State Purchasing

AMENDMENT NO.: 1
Bulk Fuel, Gasoline, and Diesel
State Term Contract No. 15100000-19-1

This Amendment ("Amendment") effective on the date the document is signed by all parties, to the Bulk Fuel, Gasoline, and Diesel Contract No. 15100000-19-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and Petroleum Traders Corporation ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement and in writing as provided in Section IV, "Contract", of the Contract.

WHEREAS, the Department seeks to remove the emergency fuel plans from the Contract to accommodate the needs of the Division of Emergency Management.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- I. Contract Amendment.** Exhibit A, Scope of Work, is hereby amended to delete Section F, Emergency Fuel Plan, in its entirety from this Contract.
- II. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.
- III. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- IV. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to this subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

Contractor:
Petroleum Traders Corporation

By: 

By: 

Name: David Clark

Name: Vicki L. Himes

Title: Chief of Staff

Title: Vice President

Date: 7/31/19

Date: 7-19-19



**State Term Contract
No. 15100000-19-1
For
Bulk Fuel, Gasoline, and Diesel**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Petroleum Traders Corporation (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Contract Award

The Contractor has been awarded the following fuel groups and fuel types for the Northern, Western, and Central regions:

- Diesel Fuel, Grade No. 2-D Ultra Low Sulfur- Transport and Non-Transport
- Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur- Transport and Non-Transport
- Gasoline E10, Unleaded 87 Octane- Transport and Non-Transport

II. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on July 1, 2019. The Contract shall expire on June 30, 2022, unless terminated earlier in accordance with the Special Contract Conditions.

III. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

IV. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:

- a) Exhibit A: Scope of Work, Attachment A
- b) Exhibit B Markup Sheet
- c) Exhibit C: Special Contract Conditions, Attachment C
- d) Exhibit D: Addenda to Solicitation
- e) Exhibit E: ITB and other ITB Attachments

**State Term Contract No. 15100000-19-1
For
Bulk Fuel, Gasoline, and Diesel**

V. Amendment to Exhibit E (ITB)

ITB Section 2.1 Definitions; is hereby amended to replace two definitions for Transport and Non transport delivery to the definitions listed below:

Transport Delivery - A delivery by a transport truck or other means with a minimum delivery of 6,000 gallons and a maximum delivery of; 8,500 gallons for gasoline, 7,500 gallons for diesel, and 7,500 gallons for a combination load of gasoline and diesel.

Non-Transport Delivery - A delivery by tank wagon or other means with a minimum delivery of 500 gallons and a maximum delivery of; 5,999 gallons for gasoline, 5,999 gallons for diesel, and 5,999 gallons for a combination load of gasoline and diesel.

VI. Contract Management.

Department's Contract Manager:

Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller2@dms.myflorida.com

Contractor's Contract Manager:

Gayle Newton
Petroleum Traders Corporation.
Po Box 2357
Fort Wayne, IN 46801
Telephone: (888) 637-7661
Email: gnewton@petroleumtraders.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**PETROLEUM TRADERS
CORPORATION**

**STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES**

Patrick Gillespie, Deputy Secretary

Date:

Date:

State Term Contract No. 15100000-19-1
For
Bulk Fuel, Gasoline, and Diesel

V. Amendment to Exhibit E (ITB)

ITB Section 2.1 Definitions; is hereby amended to replace two definitions for Transport and Non transport delivery to the definitions listed below:

Transport Delivery - A delivery by a transport truck or other means with a minimum delivery of 6,000 gallons and a maximum delivery of; 8,500 gallons for gasoline, 7,500 gallons for diesel, and 7,500 gallons for a combination load of gasoline and diesel.

Non-Transport Delivery - A delivery by tank wagon or other means with a minimum delivery of 500 gallons and a maximum delivery of; 5,999 gallons for gasoline, 5,999 gallons for diesel, and 5,999 gallons for a combination load of gasoline and diesel.

VI. Contract Management.

Department's Contract Manager:

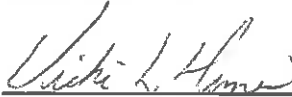
Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller2@dms.myflorida.com

Contractor's Contract Manager:

Gayle Newton
Petroleum Traders Corporation.
Po Box 2357
Fort Wayne, IN 46801
Telephone: (888) 637-7661
Email: gnewton@petroleumtraders.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**PETROLEUM TRADERS
CORPORATION**



Vicki L. Himes, Vice President

06/14/2019

Date:

**STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES**


Patrick Gillespie, Deputy Secretary
David Clark, Chief of Staff

Date:

6/24/19

Exhibit A Scope of Work

A. General Statement

1. Purpose

The State of Florida Department of Management Services' Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to establish a state term contract for Bulk Fuel, Gasoline, and Biodiesel. Customers for this contract include all state agencies and eligible users. (It is anticipated that Customers will use approximately 10,000,000 gallons annually under the resulting Contract, if any).

2. Commodity Code List

UNSPSC	Commodity Description
15101505	Diesel fuel
15101506	Gasoline or Petrol
15101513	Diesel fuel off road
15101801	Biodiesel

B. Definitions

1. **Back Haul-** Return of unused fuel.
2. **Contractor** - The successful bidder/Vendor who is awarded the resultant contract under this solicitation. Contractor is also known as the "Shipper".
3. **Contract Manager** - Person designated by the Department of Management Services (the Department) to be responsible for managing the performance of a contract.
4. **Customer** - An ordering entity including state agencies and eligible users, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).
5. **Eligible User** - A governmental entity defined in Rule 60A-1.001, F.A.C.
6. **Emergency Delivery-** When a delivery is required to help immediate risk to health, life, or property.
7. **Freight Charge-** The fee is applied to all shipments and is set by local authorities which means this fee may apply to both import or export shipments.
8. **Pump Off-** Using a pump to pull the fuel from the truck/trailer and pushes the fuel to its destination.
9. **Top Off-** To bring fuel to the maximum tank level of 1,000 gallons or less.

C. Commodity Specifications

1. **Biodiesel Blend:** Blend of grade no. 2-D ultra-low sulfur diesel and up to 20% biodiesel, for use in over the road diesel engine, meeting the American Society for Testing and Materials (A.S.T.M.) specification D7467 for biodiesel blends (6% – 20%). The biodiesel component shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils, designated B100, B99.9, or B99, meeting the A.S.T.M. specification D6751 and be certified under the BQ9000 quality program. The diesel component (grade no. 2-D ultra-low sulfur diesel) and any blends with less than 6% biodiesel shall meet A.S.T.M. specification D975. The final product shall comply with the standards in Rule 5J-21.001, F.A.C. **The Contractor must deliver any blend requested by the Customer.**
2. **Diesel Fuel, Grade No. 2-D Ultra Low Sulfur:** Grade no. 2-D (.0015 mass Percentage sulfur, 40 cetane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Rule 5J-21.001, F.A.C.
3. **Gasoline E10, Unleaded 87 Octane:** The product shall comply with the standards in Rule 5J-21.001, F.A.C.
4. **Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur:** for use in off-road diesel engine, minimum cetane number of 40 using A.S.T.M. D613, A.S.T.M specification D975, Grade # 2 S15. The product shall comply with the standards in Rule 5J-21.001, F.A.C.

Upon Customer request, Contractor must provide all certificates concerning product quality of all commodities listed in Section C (1-4) inclusive in this Scope of Work.

D. Pricing Elements for Purchase of Fuels

1. Cost of Fuel

Prices will be calculated for each fuel type using the following information:

1.1 Biodiesel Blend

- 1.1.1 Data Transmission Network (DTN) FastRacks Average Price for Ultra Low No. 2. The daily price will be used to calculate the diesel portion for Biodiesel.
- 1.1.2 The Wall Street Journal's published Monday closing price for soybean oil, as printed in the Tuesday edition under "Fats and Oils" in the "Cash Prices" column. This weekly price will be used to calculate the bio portion of the Biodiesel. This method will be used unless vendor(s) can show a better way of getting the price weekly. If no Monday price is published, then the next available published price will apply (Tuesday, Wednesday, etc.).
- 1.1.3 Contractor's Markup as determined by the Price Sheet for the region in which delivery of Fuel is made.
- 1.1.4 All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.

Sample Calculations:

B20 wholesale price = 0.80 times the price for ultra-low sulfur no. 2 diesel plus 0.20 times the price for soybean oil.

B10 wholesale price = 0.90 times the price for ultra-low sulfur no. 2 diesel plus 0.10 times the price for soybean oil.

B5 wholesale price = 0.95 times the price for ultra-low sulfur no. 2 diesel plus 0.05 times the price for soybean oil.

The Contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the Contract. The Contractor agrees that the price charged to the Customer shall be subject to audit, and the Contractor shall make all records supporting the invoiced prices available for inspection, upon written request by the Customer.

1.2 Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

- 1.2.1 DTN FastRacks Average Price for Ultra Low No. 2.
- 1.2.2 Contractor's Markup as determined by the Price Sheet for the region in which delivery of Fuel is made.
- 1.2.3 All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.

1.3 Gasoline E10, Unleaded 87 Octane

- 1.3.1 DTN FastRacks Average Price for Gasoline E-10 10% Ethanol.
- 1.3.2 Contractor's Markup as determined by the Price Sheet for the region in which delivery of Fuel is made.
- 1.3.3 All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.

1.4 Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

- 1.4.1 DTN FastRacks Average Price for Ultra Low Red No. 2.
- 1.4.2 Contractor's Markup as determined by the Price Sheet for the region in which delivery of Fuel is made.
- 1.4.3 All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.

The DTN FastRacks Average Price used above will be that of the closest appropriate terminal, on the date of delivery to the Customer, regardless of when or where the Contractor obtained fuel. The Contractor must subscribe to the DTN FastRacks Averages by calling DTN's Sales Department at 1-800-779-5775.

The following terminals are used to refer to the DTN FastRacks Average Prices:

- Pensacola
- Panama City
- Jacksonville

- Orlando
- Tampa
- Miami
- Bainbridge, GA

2. Fuel Fees, Taxes, and Other Costs

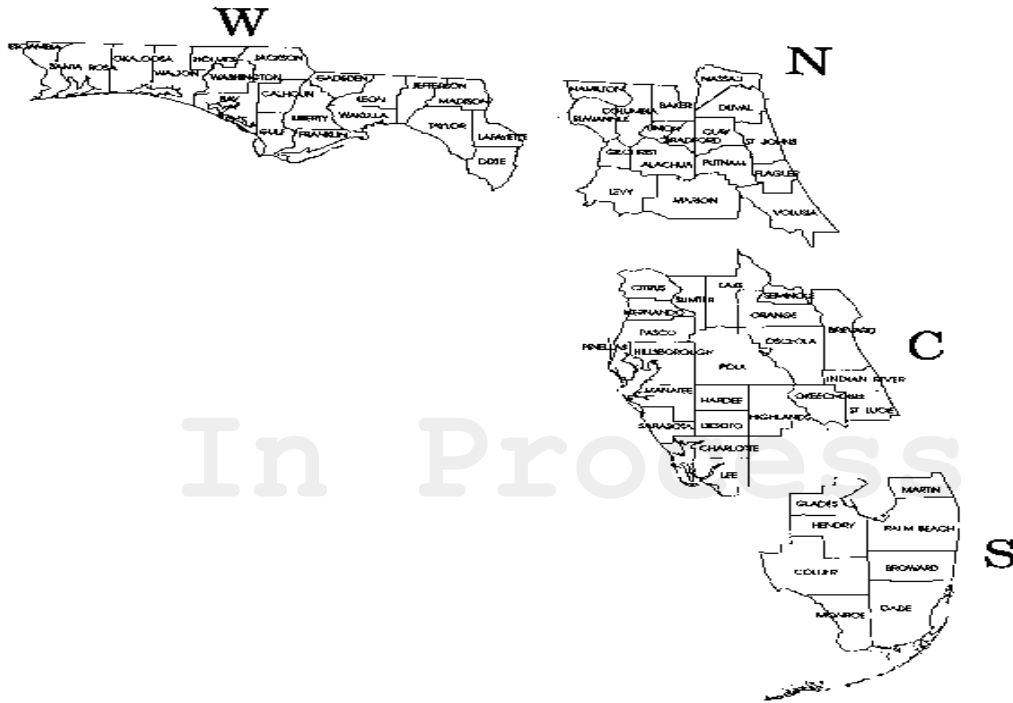
The Contractor may assess the following charges as determined by the price sheet for the county in which delivery of Fuel is made:

- 2.1. Delivery charges are allowed.
- 2.2. Freight charges will apply on all Transport Deliveries.
- 2.3. Pump off charge for Transport Delivery. This may be charged more than once if Transport Delivery truck is required to relocate to deliver to additional tanks.
- 2.4. Excessive delay charge if Contractor should wait more than 30 minutes to begin Fuel delivery.
- 2.5. Back haul charge if Customer orders more than tanks can hold.
- 2.6. Top off charge.
- 2.7. Tank maintenance, if customer and vendor agree.
- 2.8. Other fees were permitted by paragraph 215.422(3)(b), Florida Statutes.

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E. Delivery to Customers

Map of Four Geographic Regions for Delivery to Customers



Identification of Counties within Four Geographic Regions

<u>WESTERN (W)</u>	<u>NORTHERN (N)</u>	<u>CENTRAL (C)</u>	<u>SOUTHERN (S)</u>
Bay	Alachua	Brevard	Broward
Calhoun	Baker	Charlotte	Collier
Dixie	Bradford	Citrus	Glades
Escambia	Clay	Desoto	Hendry
Franklin	Columbia	Hardee	Martin
Gadsden	Duval	Hernando	Miami-Dade
Gulf	Flagler	Highlands	Monroe
Holmes	Gilchrist	Hillsborough	Palm Beach
Jackson	Hamilton	Indian River	
Jefferson	Levy	Lake	
Lafayette	Marion	Lee	
Leon	Nassau	Manatee	
Liberty	Putnam	Okeechobee	

<u>WESTERN (W)</u>	<u>NORTHERN (N)</u>	<u>CENTRAL (C)</u>	<u>SOUTHERN (S)</u>
Madison	St. Johns	Orange	
Okaloosa	Suwannee	Osceola	
Santa Rosa	Union	Pasco	
Taylor	Volusia	Pinellas	
Wakulla		Polk	
Walton		Sarasota	
Washington		Seminole	
		St. Lucie	
		Sumter	

NOTE: Gallons listed below may be converted to liters.

1. Normal delivery on this Contract shall be from 6,000 to 8,500 gallons for a Delivery of gasoline; 6,000 to 7,500 gallons for a Delivery of diesel; and 7,500 gallons for a combination load Transport Delivery of gasoline and diesel.
2. Delivery options on the contract for less than the normal delivery can be made via a tank wagon, LPG trucks, or other means to receive less than 6,000 gallons.
3. In the event of an emergency, gas and/or diesel deliveries/top offs can be made by a tank wagon or other available transportation for gas or diesel deliveries less than the normal delivery load.
4. Delivery shall be made available to all state agencies and their locations.

Imperial measurements appearing are not intended to preclude bids for commodities with metric measurements.

5. Normal delivery of fuel will be delivered to the Customer's tank(s) within 48 hours after telephone notification is received unless specified otherwise by the Customer. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Customer and the Contractor. The State prefers that vehicles equipped with meters make delivery. If non-metered vehicles are used, the driver shall leave a metered loading report from the terminal with the Customer. If temperature corrected billing is used, the loading report shall give all pertinent information. Customer may be subject to a service charge if request is for same day delivery.
6. Before unloading of Fuel begins, Customer personnel and Contractor personnel shall measure the Customer's tank(s) to receive Fuel and shall again measure the tank(s) after delivery. Customer may be subject to a back-haul charge if the Customer orders more Fuel than the Customer's tank(s) can hold upon delivery and a portion of the Fuel ordered has to be returned.

F. Emergency Fuel Plan

Within thirty days of contract signing, the Contractor and the State shall jointly develop an Emergency Fuel Plan (Plan). The emergency purchases under the Plan shall include the use of

equipment and tools, and all services and responsibilities prescribed or implied which are necessary for the complete performance by the Contractor of its obligations under the Plan. This Plan shall include but not be limited to:

- Commodities and services available to Customers during emergencies
- An assessment of risks
- Operational assignments (Who does what, when and how)
- Procedures for Emergency notification (How do we tell people there's a problem?)
- Procedures for activation in the event of an emergency to protect and/or recover critical assets and functions
- Procedures for Plan testing
- Procedures for an annual review, updating, altering and re-writing that results in a document that is fully functional and operational
- The plan must be able to work with the State's Fuel Card program

G. Invoices

1. The Contractor shall submit timely invoices to the Customer.
2. At a minimum the invoices are to provide the following information:
 - 2.1. Contractor's name, contract number, actual date of delivery, location of delivery, fuel manufacturer, and fuel quantity delivered;
 - 2.2. DTN FastRacks Average Price based on the actual delivery date and named closest terminal used for price;
 - 2.3. Exempted taxes, fees, credits, markup, and other fees consisting of freight, pump-off, excessive delay, back-haul, top-off, tank maintenance pump off fee;
 - 2.4. Adjustments due to unforeseen circumstances including but not limited to erroneous orders, fuel spills, delivery of incorrect fuel, and cross-fueling; and
 - 2.5. Total invoice price.
3. To encourage transparency, all line item costs on all invoices shall include a description of each cost sufficient for a Customer to understand and audit.

H. Punch-out Catalog and Electronic Invoicing

The Contractor will be required to provide an MFMP punch-out catalog. The punch-out catalog provides an alternative mechanism for suppliers to offer the State of Florida access to products awarded under the Contract. The punch-out catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time product inventory/availability information.

Through utilization of the punch-out catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punch-out catalog site, the user selects the desired products and services. When complete, the user exits the supplier's punch-out catalog site and the shopping cart (full of products and services) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punch-out catalog site. Instead, the chosen products and services are "brought back" to MFMP as Contract line

items. The user can then proceed through the normal workflow steps, which may include adding/editing the products to a requisition or a purchase order. An order is not submitted to a supplier until the buyer actually adds the line items to a requisition and the purchase order is approved and sent to the supplier.

At the State's option, the Contractor holds the option to invoice electronically pursuant to guidelines of the Department of Management Services. Electronic invoices will be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below. The Contractors may select the method that best meets their capabilities from the following list:

- cXML (commerce eXtensible Markup Language)
- This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog products and services. The cXML format is the Ariba preferred method for eInvoicing.
- EDI (Electronic Data Interchange)
- This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the AN, for catalog and non-catalog products and services.
- PO Flip via AN
- The online process allows suppliers to submit invoices via the AN, for catalog and non-catalog products and services. Suppliers have the ability to create an invoice directly from their Inbox in their AN account by simply “flipping” the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the punch-out catalog and electronic invoicing.

I. Contract Reporting

The Contractor shall report information on orders received from state agencies and eligible users associated with this contract. The Contractor shall supply to the Department all the data, calculations, and documents used in computing all costs associated with the supply and delivery of Fuel.

No favorable action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under this Contract.

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Report	Calendar month	15th calendar day of the month following the receipt of payment for the vendor's good or services.
Contract Quarterly Sales Report	State's Fiscal Quarter	10 calendar days after close of the period
Savings / Price Reductions	Annual	10 business days after each action that adjusts prices
Diversity Report (submitted to the Customer)	State Fiscal Year	10 business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date

J. MFMP Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendor on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. ET.

K. Quarterly Sales Report

The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 10 calendar days after the close of each State Fiscal quarter (September 30, December 31, March 31, and June 30).

Quarterly Reporting periods should coincide with the contract term and should begin the quarter following contract execution. Reports must be submitted in MS Excel format. The report will include all sales (orders) from state agencies and eligible users received (associated with this contract) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated for convenience or the Department may choose to not renew the Contract.

The Contractor shall report to each Customer (ordering entity), spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

In addition, the Department may require additional Contract sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

The Contractor is required to submit ad hoc reports within the specified amount of time as requested by the Department.

L. Business Review Meetings

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies

M. Financial and Other Consequences

The following financial consequences will apply for nonperformance of the contract by a Contractor. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of the Contract. These consequences for non-performance are not to be considered penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

Performance Metrics	Description	Frequency	Financial Consequences Trigger for Non-Performance Per Day Late
Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report 10 calendar days after close of the period	Each quarter	\$250
Submission of complete and accurate Contract Monthly Transaction Fee Report	Submit Monthly Transaction Fee Report 15 calendar days after close of the period	Each month	\$100

N. Service Level Agreement (SLA) Performance

State agencies and eligible users may add SLA requirements and additional financial consequences in their statements of work for failing to meet performance requirements within any negotiated SLA or purchase order.

Exhibit C Special Contract Conditions

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In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000 is included herein by reference and is superseded in its entirety by these Special Contract Conditions.

Exhibit C

Special Contract Conditions

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of a 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 must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

Exhibit C

Special Contract Conditions

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may: (a) immediately terminate the Contract; (b) notify the Contractor of the noncompliance or default and require correction within a specified time, otherwise the Contract will terminate at the end of such time; or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

(a) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those which are similar in size, scope, and terms. Contractor must annually submit an affidavit from an authorized representative attesting that the Contract is in compliance with this clause.

(b) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. If applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than twelve (12) months.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

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Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior agreements between the Parties.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested; reputable air courier service; email; personal delivery; or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be provided in a separate writing to the Contractor upon Contract signing in the following format:

Jane Doe
Address

Exhibit C

Special Contract Conditions

Telephone #
Email

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be provided in a separate writing to the Department upon Contract signing in the following format:

Jane Doe
<Insert Contractor name>
<Insert Contractor's physical address>
Telephone: (XXX) 555-XXXX
Email: jane.doe@business.gmail.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Department purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

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

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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 RESPECT and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; 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 THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply 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 authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all

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privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Chapters 605 through 623, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies—Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will 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 will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website, whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.

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Section 215.422, F.S., provides that agencies have five (5) working days, unless the contract specifies otherwise, to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also limited according to section 215.422, F.S.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the Department and are not entitled to State of Florida benefits. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.4 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: 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 commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor.

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Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding each and every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Agencies wishing to make purchases under this Contract are required to follow the requirements of section 287.042(16) or 287.057(3) (b), F.S., and rule 60A-1.045, F.A.C. These provisions require the Department to determine that the requesting agency's use of the Contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, government entities may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Non-Customer purchases are independent of the Contract between the Department and the Contractor. The Department is not a party to any transaction between the Contractor and any purchaser.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

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7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include the State of Florida as an additional named insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor must submit via email, to the Department's contract manager, insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department and provide Department notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal.

7.3 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, the Customer, and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Department or Customer may provide 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.

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SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with the Contract.

Pursuant to section 119.0701(2) (a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (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 Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the 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.

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8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

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9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida data including, but not limited to, a secure area around any displayed visible data. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Customer and will entitle the Customer to a credit as provided in the Contract documents. This credit is intended only to cover the Customer's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Customer from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Customer to recover any damages arising from a breach of this section and constitutes an event of default.

The Contractor must notify the Department and the Customer as soon as possible, in accordance with the requirements of section 501.171, F.S., if applicable, and in all events within one (1) business day in the event Contractor discovers any data is breached, any unauthorized access of data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of data occurs, or of any credible allegation or suspicion of a material violation of the above. This notification is required regardless of the number of persons or type of data affected. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's and the Customer's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30)-minute notice will be given to allow Department

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personnel to be available for the call. If the designated time is not practical for the Customer, an alternate time for the call will be scheduled. Contractor must share all available information on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department and the Customer with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's and the Customer's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify, and hold harmless the Department, the Customer, and the State of Florida, its officers, directors, and employees for any claims, suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period of time following the breach.

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9.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida 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 anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

10.3 Communications.

Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements which concern the Contract or its subject matter, disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract, or use any statement attributable to the Department or its employees. Public statements include press releases, publicity

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releases, promotions, marketing materials, corporate communications, or other similar communications. The Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a time-frame specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies.

11.3 Liquidated Damages.

The Contractor will promptly notify the Department or the Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will 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 fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar 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) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will 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 will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department 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 will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services 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 commodity or contractual services 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.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the

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Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any

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jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes
- (b) Information technology crimes;
- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. INFORMATION TECHNOLOGY.

The following applies to all contracts for information technology commodities and contractual services. "Information technology" is defined in section 287.012(15), F.S., to have the same meaning as provided in section 282.0041, F.S.

14.1 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 \$250,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

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Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained 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 backup 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 Department 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 to the 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 to the Contractor under any contract with the State.

14.2 Information Technology Standards.

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Title 74, F.A.C., as applicable.



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

In Process

Exhibit D

ADDENDUM NO. 1

Questions and Answers ITB Amendments

Contained herein are the answers to the questions submitted to the Department of Management Services (Department). The Department hereby amends ITB No. 16-15100000-W, as noted within this Addendum. In the event of a conflict between previously released information and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this 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.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.

Please Note: This Addendum No. 1 does not need to be returned with the response.

The Department has received the following questions from the vendor community through the MFMP Sourcing Tool and answers are provided in the following table:

#	QUESTION	ANSWER
1.	Could you please provide SOME idea of entities that use the contract, locations, tank sizes, ordering volume, etc?	The Department has not previously collected detailed sales information by tank size, volume, fuel type, or location, so we cannot provide detailed historic measures. However, the estimated annual spend can be located in section 1.1 of the ITB.
2.	How often are 500 gallon tank wagon deliveries needed versus 6000 gallon?	The requested information is not in the possession of the Department.
3.	Is freight priced separately or included in the bid differential?	Freight is priced separately. Please refer to Revised Attachment J, Instructions tab, which has been uploaded in MFMP Sourcing, for additional information.
4.	Similarly, what is the Delivery Charge (per gallon) and the Freight Charge (flat fee, not to exceed)? How do they differ? Is this a freight rate per location?	Freight Charge is the cost associated with the transportation of goods from one place to another. This can include, but is not limited to, packaging and insurance cost. Delivery Charge is what the Bidder is charging to deliver to the customer and may include, but is not limited to, handling and inside delivery. The freight rate is a not to exceed rate and is applicable to

		all locations within a given region, as identified in the Revised Attachment J.
5.	What is the Top Off charge? Is this a tank wagon delivery to a transport tank that is already full?	A Top Off charge is a not to exceed rate that the Bidder provides in Revised Attachment J. For the definition of Top Off, please refer to Attachment A, section B.
6.	Do we have to bid transport AND tank wagon?	No, please refer to Revised Attachment J, Instructions tab for this information.
7.	Is a punch-out catalog required? I noticed there is no fuel supplier listed on the punch-out catalog vendor list.	No, punch-out catalogs are optional. Please see the modification to Attachment A, section H, incorporated below.
8.	Must all fuel invoices go through the Ariba Network? There is no fuel vendor listed on the MFMP vendor list.	No. Please refer to Attachment A, section H of the ITB for additional information.
9.	What is the Transaction Fee? Is it .7 of one percent of the entire price of the invoice?	Currently the fee is .7% of the total contract sales per month. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by Rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law.
10.	Who determines what the nearest terminal is to a delivery location to be able to use the correct DTN FastRack?	A successful Bidder shall choose the closest terminal in physical distance to the delivery location.
11.	Can you please provide a spreadsheet of all tanks with sizes, locations, annual usage, and average load?	Please refer to the answer to question 1.
12.	What are the payment terms?	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.
13.	When will the bid go from preview mode to open mode with the ability to join?	Please refer to Attachment D and the Timeline of Events in the ITB for this information.
14.	Can you please provide a list of all the tank physical addresses, tank sizes, average load size, and estimated annual usage along with product type?	Please refer to the answer to question 1.
15.	Can we use 10am OPIS report for Tampa and Port Everglades?	No. Please refer to section D in Attachment A, Scope of work.

16.	Is the discount sheet mandatory?	Revised Attachment J is a required document. Please refer to section 7 of the ITB.
17.	How do we submit the contract, online?	Please refer to Attachment D, Special Instructions to Bidders for instructions on uploading documents in MFMP Sourcing. If you need additional assistance with using MFMP Sourcing, please contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.
18.	Can the freight increase based on the distance from the port?	Freight charge is a not to exceed flat rate. Please refer to Revised Attachment J for further instructions.
19.	What are State of Florida's payment terms. Are Net 10 payment terms acceptable?	It is unclear what "Net 10 payment terms" means. Please refer to the answer to question 12.
20.	Are the previous bids available to review?	Copies of the current contract/vendor agreements can be located at the following link .
21.	Please provide the estimated annual volumes for each product in the ITB. 1. How much Ultra Low Sulfur Diesel number 2 2. How much Ultra Low Sulfur Diesel Red Dye 3. How much Biodiesel blend 4. How much gasoline	Please refer to the answer to question 1.
22.	Please provide the following information per location and per fuel type: 1 - What volumes will be required per lift? 2 - What is the volume required for the life of the contract? 3 - Where is the fuel being delivered to? 4 - How frequent are the deliveries?	Please refer to the answer to question 1.
23.	When is the first board meeting after the opening?	The Department does not have board meetings, nor are there any meetings after the opening. Please refer to the Timeline of Events.
24.	Will decision be made before or at the board meeting?	Please refer to the answer to question 23.
25.	Attachment C – 3.7 – Transaction Fees... How much is the transaction fee? Does this need to be accounted for in the	Please refer to the answer to question 9. The fee cannot be billed as a separate line item on invoices.

	vendor pricing or can it be billed as a separate line item on invoices?	
26.	Please explain how the Delivery Charge and Freight charges are to be handled. With a bid submission by region, the actual delivery and freight rates can vary greatly depending on site distance from the terminals. Under the current contract, freight charges are passed directly to the customer.	Please refer to the answer to question 4.
27.	With the bid submission by region as opposed to by county, the freight/delivery rates can vary greatly, as can the markups depending on which terminal is closest to each county. Can the bid be changed to be done by county to allow more accurate individual pricing?	No, you must bid by region as provided in Revised Attachment J.
28.	If we are unable to do a Punch-Out Catalog, will we still be considered for an award?	Please refer to the answer to question 7.
29.	Main solicitation Page 7 of 17 lists Transport delivery as minimum of 8000 gallons of gas, 7200 gallons of diesel, and 7200 gallons as a gas/diesel split. Attachment 'A' page 6 of 10 lists normal deliveries as 6000-8500 for gas, 6000-7500 for diesel, and 7500 gallons for gas/diesel splits. Attachment 'J' lists 8000-7500 (should be 8500?) for gas, and 7200-7500 for diesels (more in line with solicitation page 7). Which is accurate?	Please refer to Revised Attachment J.
30.	The list of required documents on the main solicitation page 17 of 17 does not match what the online submission currently lists. Online also indicates Attachments F and K are also required, and Attachment I (if applicable) is required. Which is accurate for submission?	Please refer to the Revised Attachment E that has been uploaded in MFMP Sourcing.
31.	Do you consider common carriers as subcontractors? If so, how should we go about getting written approval from the State to use the various carriers throughout the state? Also, as we will not know which carrier's we will need until we know specific site information, will we have ample notification of sites to allow time to get the state's approval?	Yes, however the Department does not require written approval when using common carriers to deliver the commodities associated with this ITB.
32.	Could you provide physical addresses for delivery locations?	Please refer to the answer to question 2.
33.	Could you provide volume by product per delivery locations?	Please refer to the answer to question 2.
34.	What are the average load sizes per location?	Please refer to the answer to question 2.

35.	What is the volume of each product?	Please refer to the answer to question 1.
36.	Is the Fuel Surcharge supposed to be included in the Freight Rate?	All allowable charges are shown in Revised Attachment J.
37.	What is the fee for the MFMP Transaction fees? Is it a per gallon rate, or %? Please provide number.	Please refer to Question 9.
38.	What are the sizes of tanks at size?	Please refer to the answer to question 2.
39.	Are tanks above or underground?	Please refer to the answer to question 2.
40.	Will any sites have special instructions for deliveries?	Please refer to the answer to question 2.
41.	Is the FSC to be included in the freight rate?	The question is unclear.
42.	When is actual bid due, I notice on the site it stated time remaining in preview 12 days?	Please refer to the Solicitation's Timeline of Events.

In Process

The following requirements supplement or replace those found in the ITB. The variations between the new and the old requirements are highlighted in yellow.

1. Section H of Attachment A, Scope of work, is hereby replaced in its entirety as follows:

H. Punch-out Catalog and Electronic Invoicing

The Contractor ~~will be required to~~ **may** provide an MFMP punch-out catalog. The punch-out catalog provides an alternative mechanism for suppliers to offer the State of Florida access to products awarded under the Contract. The punch-out catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time product inventory/availability information.

Through utilization of the punch-out catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punch-out catalog site, the user selects the desired products and services. When complete, the user exits the supplier's punch-out catalog site and the shopping cart (full of products and services) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punch-out catalog site. Instead, the chosen products and services are "brought back" to MFMP as Contract line items. The user can then proceed through the normal workflow steps, which may include adding/editing the products to a requisition or a purchase order. An order is not submitted to a supplier until the buyer actually adds the line items to a requisition and the purchase order is approved and sent to the supplier. At the State's option, the Contractor holds the option to invoice electronically pursuant to guidelines of the Department of Management Services. Electronic invoices will be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below. The Contractors may select the method that best meets their capabilities from the following list:

- cXML (commerce eXtensible Markup Language)
- This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog products and services. The cXML format is the Ariba preferred method for eInvoicing.
- EDI (Electronic Data Interchange)
- This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the AN, for catalog and non-catalog products and services.
- PO Flip via AN
- The online process allows suppliers to submit invoices via the AN, for catalog and non-catalog products and services. Suppliers have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the punch-out catalog and electronic invoicing.

In Process



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

Exhibit E

The State of Florida

Department of Management Services

Invitation to Bid (ITB) No: 16-15100000-W

Bulk Fuel, Gasoline, and Diesel

Stephanie Wyland, Procurement Officer

4050 Esplanade Way, Suite 360

Tallahassee, FL 32399

850-488-1985

Stephanie.Wyland@dms.myflorida.com

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes (F.S.), 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, F.S. Any protest must be timely filed with the Department of Management Services' Agency Clerk listed at:

http://www.dms.myflorida.com/agency_administration/general_counsel

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In Process

Timeline of Events

The table below contains the timeline of events for this solicitation. It is the responsibility of the Bidder to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and will be noticed on the [Vendor Bid System \(VBS\)](#).

Bidders shall not rely on the MyFloridaMarketPlace sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Event	Time (ET)	Date
ITB posted on the Vendor Bid System (VBS) and posted in MFMP Sourcing		April 2, 2019
Deadline to submit questions within MFMP Sourcing Messaging Tab	10:00 A.M.	April 18, 2019
Anticipated posting of answers to Bidders' questions to the solicitation		April 30, 2019
Deadline to submit bids and all required documentation	10:00 A.M.	May 14, 2019
Public Opening 4050 Esplanade Way, Conference Room 101 Tallahassee, FL 32399	10:01 A.M.	May 14, 2019
Anticipated Notice of Intended Award		May 28, 2019
Anticipated Contract start date		July 1, 2019

1 INTRODUCTION

1.1 Objective

The State of Florida Department of Management Services' Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to establish a state term contract for Bulk Fuel, Gasoline, and Diesel. The solicitation will be administered using MFMP Sourcing.

The current Bulk Fuel, Gasoline, and Diesel contract has approximately \$12 million in spend annually. State agencies account for 48% of the total annual spend. The historical spend is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

The Department intends to make regional awards with up to five Contractors per region. However, the Department reserves the right to award to one or multiple bidders, statewide or by counties, or to make no award, as determined to be in the best interest of the State.

1.2 Term

The initial term of the contract resulting from this solicitation will be for three years.

1.3 Renewal Term

Upon written agreement, the contract may be renewed in whole or in part for a period that will not exceed the term of the initial contract at the renewal pricing specified in the initial contract. Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

2 ITB OVERVIEW

2.1 Definitions

Definitions contained in section 287.012, F.S., Rule 60A-1.001, Florida Administrative Code (F.A.C.), Special Contract Conditions and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

Bidder or "Respondent" - A Vendor who submits a response to this ITB.

Biodiesel Blend - An alternative fuel consisting of Diesel Fuel, Grade No. 2-D Ultra Low Sulfur and a requested blend of soybean oil.

BQ-9000® - A cooperative and voluntary program for the accreditation of producers and marketers of biodiesel fuel created by the National Biodiesel Accreditation Program.

Business Day - Each day Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time (ET) during which the State and its agencies are open for business.

Commodity - A product. The terms products and commodities may be used interchangeably throughout this ITB.

Commodity Code - The State of Florida numeric code for classifying commodities and contractual services that meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information - Any portion of a company's documents, data, or records relating to its bid that a Vendor claims is confidential and not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or other applicable authority, and that is clearly marked "Confidential".

Contract - The written agreement resulting from this ITB.

Contractor - The business entity that is awarded a Contract resulting from this ITB. The terms Vendor, Successful Bidder or Awarded Vendor may be used interchangeably throughout this ITB.

Customer - An ordering entity including state agencies and eligible users.

Dealer or Certified Representative - A representative authorized to market, sell, and service specific commodities such as gasoline and diesel.

Department - The Florida Department of Management Services.

DTN FastRacks Average - The fuel pricing service provided by the Data Transmission Network, an industry benchmark for pricing fuel and other commodities.

Eligible User (EU) - A governmental entity defined in Rule 60A-1.001, F.A.C.

Fuel - Any Fuel product obtained through this Contract. Fuel product shall include unleaded E10 gasoline, Ultra Low Sulfur no. 2 diesel, Ultra Low Sulfur no. 2 off road, dyed diesel and biodiesel to be delivered to State and Customer facilities.

Markup - The Contractor's price to cover all costs associated with providing Fuel to Customer facilities. Markups may differ based on where the Fuel is obtained according to the Fuel terminals and actual type of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. Markup may be expressed as a negative number if the Contractor is offering a discount off the DTN FastRacks Average Price. The Contractor shall assess no other fees associated with the delivery of Fuel except as detailed in the Scope of Work (Attachment A).

Non-Transport Delivery - A delivery by tank wagon or other means with a minimum delivery of 500 gallons and a maximum delivery of 7,999 gallons for gasoline, 7,199 gallons for diesel, and 7,199 gallons for a combination load of gasoline and diesel.

Purchase - A transaction that results in the Customer obtaining ownership of a commodity.

Responsible vendor - A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance. (Subsection 287.012(25), F.S.)

Responsive bid - A bid submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation. (Subsection 287.012(26), F.S.)

State - The State of Florida.

Tank Wagon - A delivery by a tank wagon or other means with a minimum delivery of 500 gallons.

Transport Delivery - A delivery by a transport truck with a minimum delivery of 8,000 gallons for gasoline, 7,200 gallons for diesel, and 7,200 gallons for a combination load of gasoline and diesel.

United Nations Standard Products and Services Code (UNSPSC) - A commodity code list used by the State.

Vendor Bid System (VBS) - The State of Florida bidding system. (Subparagraph 287.042(3)(b)2., F.S.)

Vendor - An entity that is in the business of providing a commodity or service similar to those within the solicitation.

2.2 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this ITB until 72 hours after the intent to award is posted.

The Procurement Officer for this ITB is:
Stephanie Wyland, Associate Category Manager
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Phone: (850) 488-1985
Email: Stephanie.Wyland@dms.myflorida.com

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

2.3 Limitation on Contact with Government Personnel (subsection 287.057(23), F.S.)

Between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays (section 110.117, F.S.), Bidders to this solicitation or persons acting on their behalf may not contact 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.

2.4 Must, Shall, Will, and Is Required

Although this solicitation uses terms such as “must,” “shall,” “will,” and “is required,” and may define certain items as requirements, the Department reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Department determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a bid. There is no guarantee that the Department will waive an omission or deviation, or that any Vendor with a bid containing a deviation or omission will be considered for award of this procurement. The Department may reject any bid not submitted in the manner specified by this solicitation. The words “should” or “may” in this solicitation indicate desirable attributes or conditions but are permissive in nature.

2.5 Registration with the Florida Department of State

If awarded a Contract, the Bidder shall provide a PDF file of its current and active registration with the Department of State prior to contract execution. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org.

2.6 Florida Substitute Form W-9

All vendors must register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com/>.

2.7 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 at least five business days prior to the scheduled event. If you are hearing or speech impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

2.8 Lobbying Disclosure

The successful Bidder shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful Bidder, subcontractors or any authorized agent. Certification forms shall be filed by the successful Bidder and all subcontractors, certifying that no federal funds have been or shall be used in federal lobbying activities and the disclosure forms shall be used by the successful Bidder and all subcontractors to disclose lobbying activities. The successful Bidder shall comply with the provisions of section 216.347, F.S., which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

2.9 Permits

The Customer will be responsible for all facility-required permits pertaining to Fuel storage, maintenance, and handling in accordance with all local, state and federal laws. The Contractor and Customer may work together to create a maintenance program for the fuel tanks.

2.10 Federal and State Standards

All specifications shall be in full and complete compliance with all Federal and State of Florida laws and regulations applicable to the type and class of Commodity being provided. This includes, but is not limited to, Federal Motor Equipment Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida requirements that apply to the type and class of Commodity being provided. In addition, any Federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding equipment safety or emissions shall immediately become a requirement of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the Contract Manager immediately. Delivery of non-conforming product shall be cause for Contract termination and possible Contractor suspension.

2.11 Order of Precedence for Solicitation

In the event of a conflict, the conflict will be resolved in the following order of precedence (highest to lowest):

- a) Addenda to Solicitation, if issued (in reverse order of issuance)
- b) Attachment A: Scope of Work
- c) Attachment C: Special Contract Conditions
- d) This ITB and other Attachments

3 ITB BIDDING PROCESS

The ITB is a method of competitively soliciting a commodity or contractual service pursuant to paragraph 287.057(1)(a), F.S. The Department posts an ITB on the VBS to initiate the process and posts the ITB in MFMP Sourcing.

Bidders must submit questions in writing to the Procurement Officer via the Messages tab in MFMP Sourcing by the date listed in the Timeline of Events. Bids must be submitted in MFMP Sourcing by the deadline listed in the Timeline of Events. The Department will open the bids in a public meeting. Once the Department has verified the bids, the Department will post an agency decision in accordance with the Basis of Award section on the VBS.

3.1 False or Erroneous Information

The Department will evaluate responses from Responsive and Responsible Vendors. A Respondent who fails to provide the requested information or clarification or submits false or erroneous information may be deemed non-responsive and not awarded a contract. If the Respondent's response is found to contain false or erroneous information after contract award, the Contract may be terminated, and the Department may pursue any other legal action punishable by law.

3.2 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned small businesses enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider participating in this initiative. More information on the Mentor Protégé Program may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Bidder can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

3.3 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Vendors who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions can be submitted in MFMP Sourcing until the Question Submission Deadline listed in the Timeline of Events.

The following quoted text replaces Paragraph 5 of PUR 1001:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions

shall be answered in accordance with the Timeline of Events. All questions submitted shall be published and answered in a manner that all proposers will be able to view. Proposers 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 Vendor Bid System for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained in 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 20 of these Instructions.”

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period.

3.4 Addenda to the ITB

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

3.5 Protest of Terms, Conditions, and Specifications

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for scoring responses, awarding contracts, or modifying or amending any contract, a notice of protest shall be filed in writing with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399-0950, within 72 hours after the posting of the solicitation. For purposes of this provision, the term “the solicitation” includes this solicitation document, any addendum, response to written questions, clarification or other document concerning the terms, conditions, and specifications of the solicitation.

Failure to file a protest within the time prescribed in subsection 120.57(3), F.S., 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, F.S. When protesting a decision or intended decision (including a protest of the terms, conditions, and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent of the Department's estimated contract amount. The estimated contract amount is not subject to protest.

3.6 Public Opening

Bids will be opened on the date and at the location indicated in the Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, pursuant to paragraph 119.071(1)(b), F.S.

3.7 Electronic Posting of Notice of Intended Award

The Department shall electronically post a Notice of Intended Award on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award shall remain posted for a period of 72 hours, not including weekends or State observed holidays. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award the Department may post a notice of delay and a revised date for posting the Notice of Intended Award.

3.8 Protest of Notice of Intended Decision

Anyone desiring to protest the Notice of Intended Award shall file any notice of protest and any subsequent formal written protest with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399-0950, within the time prescribed in subsection 120.57(3) F.S., and Chapter 28-110, Florida Administrative Code. The Procurement Officer should be copied on such filings.

When protesting a decision or intended decision (including a protest of the terms, conditions and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent of the Department's estimated contract amount. The estimated contract amount is not subject to protest.

Failure to file a protest within the time prescribed in subsection 120.57(3), F.S., 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, F.S.

3.9 Firm Response

The Department intends to award a contract within sixty days after the date of the bid opening, during which period bids shall remain firm and shall not be withdrawn. If an award is not made within sixty days, all bid responses shall remain firm until either the Department awards the Contract, or the Department receives from the Bidder written notice that the response is withdrawn. Bid responses that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

3.10 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their bid. Bidders may modify or withdraw their bid at any time prior to the bid due date in accordance with the Timeline of Events.

3.11 Cost of Response Preparation and Independent Preparation

The costs related to the development and submission of a response to this ITB is the full responsibility of the Bidder and are not chargeable to the Department. A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Bidder as to any matter related to the response each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit or not submit a response.

3.12 Contract Formation

The Department may issue a Notice of Intended Award to successful Bidder(s). However, no contract shall be formed between a Bidder and the Department until the Department signs the contract. The Department shall not be liable for any work performed before the contract is effective.

The Department intends to enter into a contract(s) with Bidder(s) pursuant to the Basis of Award section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the contract unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis of Award.

4 HOW TO BID ON THE ITB

This section contains instructions to Bidders on how to submit a bid.

4.1 General Instructions

PUR 1001, the General Instructions to Bidders, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

In the event any conflict exists between Attachment D – Special Instructions to Bidders and these General Instructions to Bidders, the Attachment D, Special Instructions shall prevail.

The following section of the PUR 1001 (General Instructions) is modified as follows:

9. In submitting a response, each respondent understands, represents, and acknowledges the following.

* 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 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 Department in writing of all convictions of the firm, its affiliates (as defined in paragraph 287.133(1)(a), F.S.), 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 Department 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 Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

4.2 How to Submit a Bid

Bidders will submit their bids electronically via MFMP Sourcing. Bidders shall enter all required attachments and documents electronically in MFMP Sourcing during this solicitation as indicated. The Department will only evaluate bids submitted using MFMP Sourcing.

Mass produced general information/promotional material about the Bidder that is prepared/printed for general distribution is not permitted. The emphasis of each bid shall be on completeness and clarity of content, prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this solicitation.

By submitting a bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid, the Bidder certifies that it agrees to and satisfies all requirements specified in this solicitation.

Respondents must upload an electronic copy of all required documentation in the MFMP Sourcing application. The following conditions apply:

- In the case where the Department provides an attachment that is able to be filled in, Respondents are to download the attachment, fill it out, and then attach the filled in copy in the link provided.
- In the case of original or signed documentation, Respondents may attach scanned copies of original documents which have been filled in and signed by an individual authorized to respond on the Bidder's behalf.
- In the case where multiple original or signed items are requested as part of a single requirement, please combine multiple scanned items into a single PDF attachment. Each link in MFMP will only accept a single attachment.
- MFMP accepts files up to 20 megabytes (MB) in size.

Submit all required attachments and documentation in MFMP Sourcing in accordance with the applicable instructions. Failure to submit all of the required attachments and documentation in MFMP Sourcing may result in a determination of Bidder non-responsiveness. Bidders are responsible for submitting their bids in MFMP Sourcing by the date and time specified in the Timeline of Events of this solicitation. The Department will not consider late bids.

Attachments submitted in MFMP Sourcing should be named similarly to the following file naming conventions:

Example:

JohnDoeLLC_Attachment_E.pdf

JohnDoeLLC_AttachmentJMarkupSheet.xlsx (Excel)

5 PRIOR TO AWARD

5.1 Rejection of Bids

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose bids, references, or current status does not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which Bidders are responsive and responsible.

5.2 Minor Irregularities/Right to Reject

The Department reserves the right to accept or reject any or all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the Department's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents.

5.3 Redacted Submissions

The following section supplements section 19 of the PUR 1001. If Bidder 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, F.S., the Florida Constitution or other authority, Bidder must mark the document as "Confidential" and simultaneously provide the Department 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 Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder 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 bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

5.4 Additional Information

By submitting a bid, Bidder certifies that it agrees to and satisfies all requirements specified in the ITB. The Department may request, and Bidder shall provide, additional supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the bid being deemed non-responsive.

5.5 Bid Disqualification

Bids that do not meet all requirements, specifications, terms and conditions of the solicitation or fail to provide all required information, documents or materials may be rejected as non-responsive. Bids that contain provisions that are contrary to the requirements of the solicitation are not permitted. Bidders whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsive. The Department reserves the right to determine which bids meet the requirements of this solicitation and which Bidders are responsive and responsible.

6 BASIS OF AWARD

The Contract will be awarded to the responsible and responsive bidders with the lowest Calculated Markup for each fuel and delivery type in each of the four regions, as shown on the Markup Sheet (Attachment J). The Department may issue up to five awards for each fuel and delivery type in each of the four regions described in the Scope of Work (Attachment A).

6.1 Transport Delivery

For Transport Delivery bids, the Bidder's Calculated Markup for each fuel type will be calculated on the Markup Sheet (Attachment J) using the following formula:

$$(T^I \times 0.54) + (A^I \times 0.06) + (T^R \times 0.36) + (A^R \times 0.04) = Z$$

Where:

T^I = Initial Term Markup

A^I = Sum of Initial Term Allowable Charges ("All Delivery Types" and "Transport Delivery Only")

T^R = Renewal Term Markup

A^R = Sum of Renewal Term Allowable Charges ("All Delivery Types" and "Transport Delivery Only")

Z = Bidder's Calculated Markup

6.2 Non-Transport Delivery

For Non-Transport Delivery bids, the Bidder's Calculated Markup for each fuel type will be calculated on the Markup Sheet (Attachment J) using the following formula:

$$(NI \times 0.54) + (BI \times 0.06) + (NR \times 0.36) + (BR \times 0.04) = Z$$

Where:

NI = Initial Term Markup

BI = Sum of Initial Term Allowable Charges ("All Delivery Types" only)

NR = Renewal Term Markup

BR = Sum of Renewal Term Allowable Charges ("All Delivery Types" only)

Z = Bidder's Calculated Markup

6.3 Preference to Florida Businesses

Pursuant to the requirements of paragraph 287.084(1)(a), F.S., if the lowest responsible and responsive bid is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Department will award a preference to the lowest responsible and responsive bidder having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive bidder has its principal place of business.

If the lowest bid is submitted by a bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive bidder having a principal place of business in this state will be five percent.

A vendor whose principal place of business is outside this state must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts

7 ITB ATTACHMENTS

Attachment A	Scope of Work
Attachment B	Draft Contract
Attachment C	Special Contract Conditions
Attachment D	Special Instructions for Bidders
Attachment E	Responsiveness Requirements
Attachment F	Vendor Information Form
Attachment G	Certification of Drug-Free Workplace
Attachment H	Quarterly Sales Report
Attachment I	Savings/Price Reductions
Attachment J	Markup Sheet
Attachment K	No Offshoring

Required Documents to be submitted by vendor prior to ITB opening

Attachment E Responsiveness Requirements

Attachment G Certification of Drug-Free Workplace (if applicable)

Attachment J Markup Sheet

Written Opinion of an Attorney at Law - Section 6.3 of the ITB (if applicable)

IN PROCESS

WESTERN REGION

Bay, Calhoun, Dixie, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Lafayette, Leon, Liberty, Madison, Okaloosa, Santa Rosa, Taylor, Wakulla, Walton, and Washington Counties

**Kimbles Aviation
Logistical Services**

**Mansfield Oil Company
of Gainesville, Inc.**

**Petroleum Traders
Corporation**

Group A - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.05	\$0.02	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48

Group B - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.06	\$0.02	\$0.02
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48

Group C - Biodiesel Blend (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.06	\$0.21	N/A
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	N/A

Group D - Gasoline E10, Unleaded 87 Octane (Markup per Gallon)

Transport Delivery (6,000 - 8,500 gallons)	\$0.07	\$0.01	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48

Allowable Charges - All Delivery Types

Delivery Charge (per gallon)	\$0.10	\$0.10	\$0.06
Delay Charge (per 30 minutes)	\$10.00	\$0.00	\$0.00
Back Haul Charge (per gallon)	\$0.10	\$0.00	\$0.05
Top Off Charge (flat rate, not to exceed)	\$150.00	\$0.00	\$0.00
Emergency Delivery Charge (per gallon, not to exceed)	\$0.50	\$0.00	\$0.05

Allowable Charges - Transport Delivery Only

Freight Charge (flat rate, not to exceed)	\$150.00	\$0.00	\$0.00
Pump Off Charge (per pump off, not to exceed)	\$20.00	\$0.00	\$10.00
Maximum Pump Off Charge (per delivery, not to exceed)	\$50.00	\$0.00	\$10.00

NORTHERN REGION

Alachua, Baker, Bradford, Clay, Columbia, Duval, Flagler, Gilchrist, Hamilton, Levy, Marion, Nassau, Putnam, St. Johns, Suwannee, Union, and Volusia Counties

Kimbles Aviation Logistical Services	L.V. Hiers, Inc.	Mansfield Oil Company of Gainesville, Inc.	Petroleum Traders Corporation	Pro Energy Fleet Fueling LLC
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Group A - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.05	\$0.03	-\$0.02	\$0.01	\$0.04
Non-Transport Delivery (500 - 5,999 gallons)	N/A	\$0.37	N/A	\$0.48	N/A

Group B - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.06	\$0.03	-\$0.02	\$0.02	\$0.04
Non-Transport Delivery (500 - 5,999 gallons)	N/A	\$0.37	N/A	\$0.48	N/A

Group C - Biodiesel Blend (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.07	N/A	\$0.09	N/A	N/A
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	N/A	N/A	N/A

Group D - Gasoline E10, Unleaded 87 Octane (Markup per Gallon)

Transport Delivery (6,000 - 8,500 gallons)	\$0.06	\$0.03	-\$0.01	\$0.01	\$0.04
Non-Transport Delivery (500 - 5,999 gallons)	N/A	\$0.37	N/A	\$0.48	N/A

Allowable Charges - All Delivery Types

Delivery Charge (per gallon)	\$0.10	\$0.00	\$0.11	\$0.06	\$0.04
Delay Charge (per 30 minutes)	\$10.00	\$50.00	\$0.00	\$0.00	\$32.50
Back Haul Charge (per gallon)	\$0.10	\$0.10	\$0.00	\$0.05	\$0.00
Top Off Charge (flat rate, not to exceed)	\$150.00	\$100.00	\$0.00	\$0.00	\$0.00
Emergency Delivery Charge (per gallon, not to exceed)	\$0.50	\$0.10	\$0.00	\$0.05	\$0.00

Allowable Charges - Transport Delivery Only

Freight Charge (flat rate, not to exceed)	\$150.00	\$0.07	\$0.00	\$0.00	\$0.00
Pump Off Charge (per pump off, not to exceed)	\$20.00	\$75.00	\$0.00	\$10.00	\$40.00
Maximum Pump Off Charge (per delivery, not to exceed)	\$50.00	\$75.00	\$0.00	\$10.00	\$0.00

CENTRAL REGION

Brevard, Charlotte, Citrus, Desoto, Hardee, Hernando, Highlands, Hillsborough, Indian River, Lake, Lee, Manatee, Okeechobee, Orange, Osceola, Pasco, Pinellas, Polk, Sarasota, Seminole, St. Lucie, and Sumter Counties

	Kimbles Aviation Logistical Services	Mansfield Oil Company of Gainesville, Inc.	Petroleum Traders Corporation	Pro Energy Fleet Fueling LLC
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Group A - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.05	\$0.00	\$0.01	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48	N/A

Group B - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.06	\$0.00	\$0.02	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48	N/A

Group C - Biodiesel Blend (Markup per Gallon)

Transport Delivery (6,000 - 7,500 gallons)	\$0.08	\$0.09	N/A	N/A
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	N/A	N/A

Group D - Gasoline E10, Unleaded 87 Octane (Markup per Gallon)

Transport Delivery (6,000 - 8,500 gallons)	\$0.06	-\$0.02	\$0.01	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.48	N/A

Allowable Charges - All Delivery Types

Delivery Charge (per gallon)	\$0.10	\$0.10	\$0.06	\$0.03
Delay Charge (per 30 minutes)	\$10.00	\$0.00	\$0.00	\$32.50
Back Haul Charge (per gallon)	\$0.10	\$0.00	\$0.05	\$0.00
Top Off Charge (flat rate, not to exceed)	\$150.00	\$0.00	\$0.00	\$0.00
Emergency Delivery Charge (per gallon, not to exceed)	\$0.50	\$0.00	\$0.05	\$0.00

Allowable Charges - Transport Delivery Only

Freight Charge (flat rate, not to exceed)	\$150.00	\$0.00	\$0.00	\$0.00
Pump Off Charge (per pump off, not to exceed)	\$20.00	\$0.00	\$10.00	\$40.00
Maximum Pump Off Charge (per delivery, not to exceed)	\$50.00	\$0.00	\$10.00	\$0.00

SOUTHERN REGION

Broward, Collier, Glades, Hendry, Martin, Miami-Dade, Monroe, and Palm Beach Counties

Kimbles Aviation Logistical Services	Mansfield Oil Company of Gainesville, Inc.	Pro Energy Fleet Fueling LLC
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Group A - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur (Markup per Gallon)			
Transport Delivery (6,000 - 7,500 gallons)	\$0.04	-\$0.02	\$0.00
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.25

Group B - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur (Markup per Gallon)			
Transport Delivery (6,000 - 7,500 gallons)	\$0.04	-\$0.02	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.25

Group C - Biodiesel Blend (Markup per Gallon)			
Transport Delivery (6,000 - 7,500 gallons)	\$0.08	\$0.13	N/A
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	N/A

Group D - Gasoline E10, Unleaded 87 Octane (Markup per Gallon)			
Transport Delivery (6,000 - 8,500 gallons)	\$0.03	-\$0.03	\$0.01
Non-Transport Delivery (500 - 5,999 gallons)	N/A	N/A	\$0.25

Allowable Charges - All Delivery Types

Delivery Charge (per gallon)	\$0.10	\$0.12	\$0.03
Delay Charge (per 30 minutes)	\$10.00	\$0.00	\$32.50
Back Haul Charge (per gallon)	\$0.10	\$0.00	\$0.00
Top Off Charge (flat rate, not to exceed)	\$150.00	\$0.00	\$0.00
Emergency Delivery Charge (per gallon, not to exceed)	\$0.50	\$0.00	\$0.00

Allowable Charges - Transport Delivery Only

Freight Charge (flat rate, not to exceed)	\$150.00	\$0.00	\$0.00
Pump Off Charge (per pump off, not to exceed)	\$20.00	\$0.00	\$40.00
Maximum Pump Off Charge (per delivery, not to exceed)	\$50.00	\$0.00	\$0.00

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Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Contracts and Agreements](#) > [State Term Contracts](#) > [Bulk Fuel, Gasoline and Diesel](#) > [Contractors](#) > Contractors - Petroleum Traders Corporation

Petroleum Traders Corporation

Contractor Attributes

CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Coverage Area Resellers	
A - Non-Minority	No	No	No	Alachua, Baker, Bay, Bradford, Brevard, Calhoun, Charlotte, Citrus, Clay, Columbia, DeSoto, Dixie, Duval, Escambia, Flagler, Franklin, Gadsden, Gilchrist, Gulf, Hamilton, Hardee, Hernando, Highlands, Hillsborough, Holmes, Indian River, Jackson, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Liberty, Madison, Manatee, Marion, Nassau, Okaloosa, Okeechobee, Orange, Osceola, Pasco, Pinellas, Polk, Putnam, Santa Rosa, Sarasota, Seminole, Saint Johns, Saint Lucie, Sumter, Suwannee, Taylor, Union, Volusia, Wakulla, Walton, Washington

Customer Contact

Street Address or P.O. Box: P.O. Box 2357
 City, State, Zip: Fort Wayne, IN 46801-2357
 Email Address: bidorders@petroleumtraders.com
 Phone Number: 888-637-7661
 Ordering Fax: 260-203-3820
 Internet Address: www.petroleumtraders.com
 FEIN: 35-1462227
 Remit-To Address: P.O. Box 2357
 City, State, Zip: Fort Wayne, IN 46801-2357

Contract Administrator

Name: Gayle Newton
 Title: Contract Sales Manager
 Street Address or P.O. Box: P.O. Box 2357
 City, State, Zip: Fort Wayne, IN 46801-2357
 Email Address: gnewton@petroleumtraders.com
 Phone Number: 888-637-7661
 Fax Number: 260-203-3820

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In Process

City of Palm Coast, Florida Agenda Item

Agenda Date :

Department	CITY CLERK	Amount
Item Key	7317	Account
Subject APPOINTMENT TO FILL A VACANCY ON THE BEAUTIFICATION AND ENVIRONMENTAL ADVISORY COMMITTEE (BEAC)		
Background : A vacancy opened on the Beautification and Environmental Advisory Board, Ms. Marcia Foltz's seat. A replacement to fill to Ms. Foltz's seat through 2021 was advertised in the Flagler News Tribune, the city's website and solicited through emailing graduates of the Citizen's Academy. Three applications were received :		
Applicant	District	Occupation
Wayne Friday	4	Retired Biader/Tech at Siemens
Robbyn Mackler	2	Retired Secretary Dept. of Agriculture
Jeanne Nix	2	Realtor
District information has been verified by the City Clerk's office. Staff has performed the necessary background screening.		
Recommended Action : City Council to appoint a replacement for Ms. Foltz's seat on the Beautification and Environmental Advisory Committee (BEAC).		



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input checked="" type="checkbox"/>	Beautification & Environmental Advisory Committee*	<input type="checkbox"/>	Planning & Land Development Regulation Board* ♠
<input type="checkbox"/>	Code Enforcement Board*	<input type="checkbox"/>	Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/>	Leisure Services Advisory Committee		
<input type="checkbox"/>	Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry		
<input type="checkbox"/>	River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)		

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: WAYNE FRIDAY E-mail address: WAYNEFRIDAY@AOL.COM
 Residence Address: 27 RAINSTONE LN District #: 4
 City: Palm Coast State: FL Zip: 32164
 Mailing Address (If Different from Residence): _____
 Home Phone: 484 432 0087 Business Phone: _____
 Date of Birth: 2/11/1958 Place of Birth: CHESTER PA
 How long have you been a permanent resident of Palm Coast? 8 yrs
 What year did you become a continuous resident of the City of Palm Coast? 2011

List all places of residence for the last five years.

Address	City & State	From	To

Are you a registered voter in Flagler County? Yes No
 Have you ever used or been known by any other legal name? Yes No
 If yes, explain: _____

Are you a citizen of the United States? Yes No
 If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: _____

Occupation: BIADER/TECH Current Employer: SIEMENS

Current Business Address: 800 old FRANKSTOWN RD

PITTSBURGH P.A. 407 409 0859
 City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment

3. EDUCATION

High School: ST. JAMES Year Graduated: 1976
 Name & Location

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
<u>WESTINGHOUSE</u>		<u>POWER GENERATION</u>

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No

If yes, which Board or Committee? _____

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s) _____

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

RECIEVED HOUSE Keeping AWARD IN Nuclear Power Plant
I CURRENTLY PICK UP TRASH AROUND PALM CONST.
HAD ENVIRONMENTAL/DESPERAL TRAINING

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

<u>Name of Business</u>	<u>Relationship to the Business</u>	<u>Business Relationship to Agency</u>
-------------------------	-------------------------------------	--

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

I BELIEVE THE COMMUNITY WE LIVE IN IS A PIECE OF GOD'S CREATION AND SHOULD BE KEPT ACCORDINGLY

What is your understanding of the relationship of this Board or Committee to the City Council?

TO WORK HAND IN HAND FOR THE COMMON GOOD OF THE CITY WE LIVE IN

7. REFERENCES – Please list three references (business and/or personal)

Name, Address & Telephone Number

Name, Address & Telephone Number

Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement? Yes No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.


Signature

10/25/19
Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO:	City Clerk's Office City of Palm Coast 160 Lake Avenue Palm Coast, Florida 32164	PHONE:	386-986-3713
		FAX:	386-986-3714
		EMAIL:	CityClerk@palmcoastgov.com
		WEBSITE:	www.palmcoastgov.com

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

SUNSHINE LAW: The primary purpose of Government in the Sunshine Law is to assure public access to the decision-making processes of public boards and commissions. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and commissions.

*Should you not be selected at this time, your application will be kept on file for consideration for six (6) months.
Should you wish to be considered for another board, committee, or task force during that time,
you must contact the City Clerk's Office and request reconsideration.*

Kate Settle

From: waynefriday <waynefriday@aol.com>
Sent: Tuesday, October 29, 2019 1:25 PM
To: Kate Settle
Subject: Beautification committee

Follow Up Flag: Follow up
Flag Status: Flagged

This is the list of my references

DONALD GALLES
60 EAGLE HARBORT TR
PALM COAST
386 427 3113

MELLISA MANDELLO
M POWER FITNESS OWNER
386 445 2508

GLEN COLTON
2 LAKE SIDE PL.
PALM COAST 32137
954 696 8853

Thank you for your time 😊

Sent via the Samsung Galaxy S9+, an AT&T 5G Evolution capable smartphone



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input checked="" type="checkbox"/>	Beautification & Environmental Advisory Committee*	<input type="checkbox"/>	Planning & Land Development Regulation Board** ♠
<input type="checkbox"/>	Code Enforcement Board*	<input type="checkbox"/>	Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/>	Leisure Services Advisory Committee		
<input type="checkbox"/>	Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry		
<input type="checkbox"/>	River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)		

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: Robbyn Mackler E-mail address: rsmackler@gmail.com
 Residence Address: 20 Bud Hollow Dr. District #: 2
 City: Palm Coast State: FL Zip: 32137
 Mailing Address (If Different from Residence): _____
 Home Phone: 386-447-8213 Business Phone: _____
 Date of Birth: 9-8-51 Place of Birth: Coral Gables, FL
 How long have you been a permanent resident of Palm Coast? 17 years
 What year did you become a continuous resident of the City of Palm Coast? 2002

List all places of residence for the last five years.

Address	City & State	From	To
20 Bud Hollow Dr,	Palm West, FL	11/2002	present

Are you a registered voter in Flagler County? Yes No
 Have you ever used or been known by any other legal name? Yes No

If yes, explain: Marriage - Jones, Stapkin
Birth Name - Robbyn Cushing Stubbs

Are you a citizen of the United States? Yes No

If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: Secretary / Homemaker

Occupation: _____ Current Employer: _____

Current Business Address: _____

City _____ State _____ Zip _____ Phone # _____

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment
Secretary	Dept. of Agriculture / Consumer Services	1971-1972

3. EDUCATION

High School: Lake Worth High School Lake Worth, FL Year Graduated: 1969
Name & Location

List postsecondary educational institutions or programs attended:
Name & Location Dates Attended Certificate/Degrees Received

4. **MILITARY SERVICE**

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. **INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?**

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No

If yes, which Board or Committee? _____

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

6. **QUALIFICATIONS FOR APPOINTMENT**

State your experiences and interests or elements of your personal history that qualify you for this appointment.

I am interested in the beautification and the environmental issues of our city. I have lived here for 17 years & have watched much growth.

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

Name of Business

Relationship to the Business

Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

I believe that my interest in the beautification of Palm Coast and wanting to maintain some natural habitat will benefit the work of this committee. Yes, I am willing to act as a decision maker.

What is your understanding of the relationship of this Board or Committee to the City Council?

This committee takes into consideration and decides on ideas and then sends them to the city planning board who then sends them to the City Council.

7. REFERENCES – Please list three references (business and/or personal)

Pennix & Bob Krapp 8 Bassett Ln., Palm Coast, FL 32137 246-6904
Name, Address & Telephone Number

Debra Couch 35 Burnside Dr., Palm Coast, FL 32137 569-1986
Name, Address & Telephone Number

Dwight & Terry Hein 16 Patrick Pl., Palm Coast, FL 32164 627-8341
Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?

Yes

No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.

Robin Mackler
Signature

10/24/19
Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO:	City Clerk's Office City of Palm Coast 160 Lake Avenue Palm Coast, Florida 32164	PHONE:	386-986-3713
		FAX:	386-986-3714
		EMAIL:	CityClerk@palmcoastgov.com
		WEBSITE:	<u>www.palmcoastgov.com</u>

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

SUNSHINE LAW: The primary purpose of Government in the Sunshine Law is to assure public access to the decision-making processes of public boards and commissions. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and commissions.

*Should you not be selected at this time, your application will be kept on file for consideration for six (6) months.
Should you wish to be considered for another board, committee, or task force during that time,
you must contact the City Clerk's Office and request reconsideration.*

Address	City & State	From	To
I have lived at this address since 2006			

Are you a registered voter in Flagler County? Yes No
 Have you ever used or been known by any other legal name? Yes No
 If yes, explain: Jeanne Erlandson, maiden name

Are you a citizen of the United States? Yes No
 If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: _____
 Occupation: Realtor Current Employer: Realty Executives Oceanside
 Current Business Address: 235 Palm Coast Parkway, NE, Ste 8., Palm Coast, FL 32137

City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

<u>Employer & Address</u>	<u>Type of Business</u>	<u>Occupational Title</u>	<u>Period of Employment</u>
Flagler County Public Schools	Education	teacher	1/2006 - 6/2018

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position Employee Agency Period of Employment

3. EDUCATION

High School: Arlington High School, Arlington, MA Year Graduated: 1969
Name & Location

List postsecondary educational institutions or programs attended:

<u>Name & Location</u>	<u>Dates Attended</u>	<u>Certificate/Degrees Received</u>
Smith College, Northampton, MA	9/1969-5/1973	A.B.
Georgetown University, Washington, D.C.	9/1973 - 5/1975	M.S.

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No

If yes, which Board or Committee? _____

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

Flagler County Board of Realtors

National Council of Teachers of English

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

I am an avid gardener and recently joined the local garden club. After being a secondary teacher for the last 15 years, I'm looking to make these years as a realtor flexible enough to allow me to get involved in volunteer activities that I could not do before.

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title

Date of Election or Appointment

Term of Office

Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

Name of Business	Relationship to the Business	Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

As a well-educated person and as a teacher for the last 25 years, I know how to research topics, prioritize tasks, and work well with others.

In addition, I walk my dog daily on the ICW and have fallen in love with the beauty of PC and what has happened so positively on Linear Park.

Last fall, my husband and I participated in the Palm Coast Citizens' Academy. That has whetted my interest in civic participation.

What is your understanding of the relationship of this Board or Committee to the City Council?

To make recommendations on beautifying the city or to weigh information on whether decisions have an environmental impact on Palm Coast

7. REFERENCES – Please list three references (business and/or personal)

Kim Gridley, 2237 South Central Ave, Flagler Beach, FL 32126, 386-290-1006

Name, Address & Telephone Number

Bruce Vinnick, 235 Palm Coast Pkwy, Palm Coast, FL. 32137, 386-506-8008

Name, Address & Telephone Number

Don Fleming, 10 Cedarwood Court, Palm Coast, FL. 32137, 386-931-9703

Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?

Yes

No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.

Jeannette Nix

Signature

October 22, 2019

Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO: City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: 386-986-3713
FAX: 386-986-3714
EMAIL: CityClerk@palmcoastgov.com
WEBSITE: www.palmcoastgov.com

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*Should you not be selected at this time, your application will be kept on file for consideration for six (6) months.
Should you wish to be considered for another board, committee, or task force during that time,
you must contact the City Clerk's Office and request reconsideration.*

Jeanne Nix

8 Cedarwood Court
Palm Coast, Florida 32137

407-247-1830

Professional Profile:

- Real Estate License, August 2018.
- Secondary English and Social Sciences teacher with gifted and middle grades endorsement in both content areas.
- AP Literature Reader, 2012-present
- National Board Certified teacher 1999; recertified October 2008.
- English/Language Arts Department Chair, Matanzas High School, 2005-present
- Language Arts Department Chair, Conway Middle School, 1998-2004.
- Leader in county-wide curriculum instructional alignment for both language arts and social studies.
- Committee member for language arts and social studies textbook adoption.
- Instructor in county-sponsored gifted endorsement classes.
- Four-year mentor to other teachers seeking National Board Certification and/or professional improvement.
- 1999 school-site teacher of the year and county finalist.

Employment

- Realty Executives Oceanside, 35 Palm Coast Pkwy, Palm Coast, FL.
- Advanced Placement Literature, Advanced Placement Language, English Honors IV, English IV and Gifted Studies teacher.
- Previously, taught English II, English II Honors and Public Speaking/Speech.
- Gifted Language Arts and Social Studies teacher, Silver Sands Middle School, Port Orange, Florida.
- Gifted Language Arts and Social Studies teacher, Conway Middle School, Orlando, Florida, in a magnet program for gifted/high-achieving students.
- Social Studies teacher, Carroll City High School, Carroll City, Florida
- Social Studies teacher, Olsen Middle School, Dania, Florida

Education & Certifications

- Secondary Certification, *William Patterson College*, Patterson, N.J.
- M. S. International Relations, *Georgetown University*, Washington, D.C.
- A. B., Major: History, Minor: German, *Smith College*, Northampton, MA.

References

- Mr. Jeff Reaves, principal, Matanzas High School, 386-447-1575

City of Palm Coast, Florida Agenda Item

Agenda Date: 11/05/2019

Department	CITY CLERK	Amount	
Item Key	7315	Account	
Subject	APPOINT FOUR MEMBERS TO THE CODE ENFORCEMENT BOARD		
Background :			
<p>The terms of two Code Board Members, Kenneth Carruth and Gernaro Arcamone expired in September 2019. They held regular member seats.</p> <p>Ms. Covita Grey, an alternate seat expired in September of 2019.</p> <p>Mr. Marc Bellapianta resigned from his regular seat. His term ends September 2021.</p>			
Code of Ordinances			
<p>Section 2-202 - Intent. It is the intent of this division (Code Enforcement Board), to promote, protect and improve the health, safety and welfare of the citizens of the City by authorizing the creation of administrative boards with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective and inexpensive method of enforcing any codes and ordinances in force in the City, where a pending or repeated violation continues to exist.</p>			
Section 2-205 - Code Enforcement Board Organization.			
<p>(a) Members; qualifications. The City Council shall appoint a Code Enforcement Board with seven regular members and two alternate members who shall vote only when a regular member is unable to attend a meeting or hear a particular case or does not sit during a particular time of a meeting, which alternate members may attend meetings and sit without participating or voting with regard to other hearings. Each member shall be confirmed by the entire City Council. Members of the Enforcement Board shall be residents of the City and appointments shall be made on the basis of experience or interest in the subject matter jurisdiction of the Code Enforcement Board in the sole discretion of the City Council. The composition of the Enforcement Board shall, whenever possible, include an architect, a business person, an engineer, a general contractor, a subcontractor and a realtor.</p>			
<p>Section 2-2(a)(1) says, "All appointees shall be limited to two consecutive terms of office on the same body unless the City Council by a four-fifths vote determines that it is in the best interests of the City to appoint a person to a term of office exceeding that limitation." *</p>			
<p>Under Florida Statute 162.05(3)(b)(3), Code Enforcement Board terms are for three years. Advertisements were published in the Flagler News-Tribune, posted on the City's website and solicited to graduates of past two years Citizens Academies.</p>			
Continuing Members	District	Term Expires	Occupation
Norman Mugford	3	September 2021	President Alarm Pro
Jon Netts	1	September 2020	Retired School

			Administrator
Larry Pulos	1	September 2020	Business Owner
Charles Dean Roberts	2	September 2020	Retired Sales Rep.

Positions for Appointment	District	Term Expires	Occupation
Kenneth Carruth*	2	September 2019	Retired Real Estate
Gennaro Arcamone*	4	September 2019	Retired Property Mgr.
Marc Bellapianta	4	September 2021	Wastson Realty Group
Covita Grey	2	September 2019	

*Messrs. Carruth and Arcamone would like to be considered for reappointment.

Applicants	District	Occupations
Robert Branin	1	Retired Design Engineer
*Kenneth Carruth	2	Retired Realtor
*Gennaro Arcamone	4	Retired Property Manager
Gerard Chagnon	2	Director Cardiovascular Services
Rawson Coleman	2	Retired Independent Contractor Store Closings and Asset Liquidation
Neil Copeland	3	Retired Bank Operations Consultancy
Lucy Davis	4	School Guidance Counselor
**Andrew Dodzik	4	Civil Engineer
Robert MacDonald	4	Front Service Clerk Publix Former Volunteer Firefighter in New Jersey
Vincent Sullivan	1	Practicing Attorney
David W. Sutton	3	Retired Senior Mechanical Engineer
John A. Vaughn	1	Retired Code Enforcement Officer
*Current members of the Board		
** Mr. Dodzik is currently an alternate and would like a regular seat.		

District information has been verified by the City Clerk's office. Staff has performed the necessary background screening.

Recommended Action :
CITY COUNCIL TO APPOINT FOUR MEMBERS TO THE CODE ENFORCEMENT BOARD.



Rovid ✓
10/14/19; 4:08pm
Kliamati

VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input type="checkbox"/>	Beautification & Environmental Advisory Committee*	<input type="checkbox"/>	Planning & Land Development Regulation Board* ♠
<input checked="" type="checkbox"/>	Code Enforcement Board*	<input type="checkbox"/>	Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/>	Leisure Services Advisory Committee		
<input type="checkbox"/>	Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry		
<input type="checkbox"/>	River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)		

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: ROBERT E. BRANIN E-mail address: REB32164@HOTMAIL.COM
 Residence Address: 93 WEBSTER LANE District # 1
 City: PALM COAST State: FL Zip: 32164
 Mailing Address (If Different from Residence): _____
 Home Phone: 386-446-4110 CELL Business Phone: 386-585-0153
 Date of Birth: 4/27/1942 Place of Birth: MILLVILLE, NEW JERSEY
 How long have you been a permanent resident of Palm Coast? 12 YEARS
 What year did you become a continuous resident of the City of Palm Coast? 2007

List all places of residence for the last five years.

Address	City & State	From	To
93 WEBSTER LANE	PALM COAST FL	6/2007	PRESENT

Are you a registered voter in Flagler County? Yes No
 Have you ever used or been known by any other legal name? Yes No
 If yes, explain: _____

Are you a citizen of the United States? Yes No
 If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: DESIGN ENGINEER
 Occupation: RETIRED Current Employer: _____
 Current Business Address: _____

City	State	Zip	Phone #
------	-------	-----	---------

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
<u>NONE</u>			

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment
----------	-----------------	----------------------

3. EDUCATION

High School: MILLVILLE H.S./MILLVILLE, N.J. Year Graduated: 1960

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
-----------------	----------------	------------------------------

<u>SPRING GARDEN INSTITUTE</u>	<u>1960-1962</u>	<u>ASSOCIATE OF SCIENCE</u>
--------------------------------	------------------	-----------------------------

4. **MILITARY SERVICE**

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. **INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?**

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No

If yes, which Board or Committee? CODE BOARD

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

NEW JERSEY SOCIAL CLUB
FLAGLER COUNTY SHERIFF ALUMNI ASSOC.
UNITY MASONIC LODGE / FLAGLER BEACH UNITED METHODIST CHURCH

6. **QUALIFICATIONS FOR APPOINTMENT**

State your experiences and interests or elements of your personal history that qualify you for this appointment.

WORKED AS A DESIGNER WITH MAJOR CHEMICAL CO.
FOR 40 YEARS

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

I WAS REQUIRED TO FOLLOW ALL LOCAL, STATE, FEDERAL
CODES WHEN DESIGNING CHEMICAL PLANTS

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No
If yes, explain below:

<u>Name of Business</u>	<u>Relationship to the Business</u>	<u>Business Relationship to Agency</u>

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

SINCE MY EDUCATION AND WORK EXPERIENCE
REQUIRED CORE COMPLIANCE THAT REQUIRES
DECISION MAKING

What is your understanding of the relationship of this Board or Committee to the City Council?

AS FAR AS I KNOW THERE IS NO RELATIONSHIP
TO THE CITY COUNCIL

7. REFERENCES – Please list three references (business and/or personal)

- BILL CAMPANELLA, GOSPEL GARDENS BUNNELL, 931-0726
Name, Address & Telephone Number
- PASTOR JEANINE CLONITZ, 1520 SOUTH DAYTONA AVE, 503-5643
Name, Address & Telephone Number
- SHERIFF RICK STALEY, BUNNELL, 586-2637
Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?

Yes

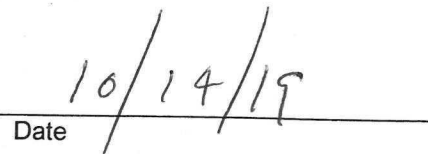
No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.


Signature


Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO: City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: 386-986-3713
FAX: 386-986-3714
EMAIL: CityClerk@palmcoastgov.com
WEBSITE: www.palmcoastgov.com

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

SUNSHINE LAW: The primary purpose of Government in the Sunshine Law is to assure public access to the decision-making processes of public boards and commissions. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and commissions.

Should you not be selected at this time, your application will be kept on file for consideration for six (6) months. Should you wish to be considered for another board, committee, or task force during that time, you must contact the City Clerk's Office and request reconsideration.



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input type="checkbox"/>	Beautification & Environmental Advisory Committee *	<input type="checkbox"/>	Planning & Land Development Regulation Board* ♣
<input checked="" type="checkbox"/>	Code Enforcement Board*	<input type="checkbox"/>	Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/>	Leisure Services Advisory Committee		
<input type="checkbox"/>	Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry		
<input type="checkbox"/>	River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)		

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♣ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: GERARD CHAGNON E-mail address: gchag@icloud.com
 Residence Address: 152 LARAMIE DR District # 2
 City: Palm Coast State: FL Zip: 32137
 Mailing Address (If Different from Residence): _____
 Home Phone: 386-585-0889 Business Phone: _____
 Date of Birth: 11-29-1949 Place of Birth: FALL RIVER MASS.
 How long have you been a permanent resident of Palm Coast? 12+ YEARS
 What year did you become a continuous resident of the City of Palm Coast? 2006

List all places of residence for the last five years.

Address	City & State	From	To
152 LARAMIE DR	Palm Coast FL.	2006	2019

Are you a registered voter in Flagler County? Yes No
 Have you ever used or been known by any other legal name? Yes No
 If yes, explain: _____

Are you a citizen of the United States? Yes No
 If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: DIRECTOR CARDIOVASCULAR SERVICES
 Occupation: _____ Current Employer: _____
 Current Business Address: _____

City _____ State _____ Zip _____ Phone # _____

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
FLORIDA HOSPITAL - HEALTHCARE		DIRECTOR	2010 - 2019

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment

3. EDUCATION

High School: CASE HIGH SWANSEA MASS Year Graduated: 1967

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
School of Inhalation Therapy MASS	1972	Certificate
RI College RI	1975-76	Certificate

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: 1969 - 1971

Branch or Component: ARMY

Date and Type of Discharge: Honorable

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No

If yes, which Board or Committee? Code Enforcement

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

None

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

I HAVE ALREADY BEEN A MEMBER OF THE CODE ENFORCEMENT

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

Name of Business	Relationship to the Business	Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

I have the experience of being A previous member of the Code En forcement Committee

What is your understanding of the relationship of this Board or Committee to the City Council?

7. REFERENCES – Please list three references (business and/or personal)

508-735-0052

PAM TRAVERS - 6 MATHAWAY POND CIRCLE, ROCHESTER MASS
Name, Address & Telephone Number

KAREN WOLFIA 2602 BERKLEY TER. DAYTON BEACH 386-290-5898
Name, Address & Telephone Number

TAMMY CORNELIUS FLAGLER BEACH 603-493-2765
Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?

Yes

No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.


Signature

10-14-2019
Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO: City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: 386-986-3713
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Should you not be selected at this time, your application will be kept on file for consideration for six (6) months. Should you wish to be considered for another board, committee, or task force during that time, you must contact the City Clerk's Office and request reconsideration.



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input type="checkbox"/> Beautification & Environmental Advisory Committee*	<input type="checkbox"/> Planning & Land Development Regulation Board* ♠
<input checked="" type="checkbox"/> Code Enforcement Board*	<input type="checkbox"/> Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/> Leisure Services Advisory Committee	
<input type="checkbox"/> Flagler County Housing Task Force/Affordable Housing Advisory Council: <ul style="list-style-type: none"> <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry 	
<input type="checkbox"/> River to Sea Transportation Planning Organization Advisory Committees: <ul style="list-style-type: none"> <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC) 	

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: Rawson Coleman E-mail address: ross@floridacoleman.com

Residence Address: 300 Canopy Walk Lane, Apt. 332 District #: 2

City: Palm Coast State: FL Zip: 32137

Mailing Address (If Different from Residence): _____

Home Phone: (386) 276-3220 Business Phone: Cell (904) 607-2022

Date of Birth: May 25, 1943 Place of Birth: Kansas City, MO

How long have you been a permanent resident of Palm Coast? Two years

What year did you become a continuous resident of the City of Palm Coast? 2017

List all places of residence for the last five years.

Address	City & State	From	To
12094 Hammock Oaks Drive	Jacksonville, FL	June 1994	May 2017

Are you a registered voter in Flagler County? Yes No
 Have you ever used or been known by any other legal name? Yes No
 If yes, explain: My nickname is Ross

Are you a citizen of the United States? Yes No
 If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: Retired. See attached resume for detailed history

Occupation: _____ Current Employer: _____

Current Business Address: _____

City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
Self employed	Store Closings	Consultant	2001 -2015

See attached resume for further details of employment history

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position Employee Agency Period of Employment

3. EDUCATION

High School: Coffee High School, Florence, Alabama Year Graduated: 1961
Name & Location

List postsecondary educational institutions or programs attended:
Name & Location Dates Attended Certificate/Degrees Received

University of Alabama	1961 - 1962	
University of New Orleans	1962 - 1965	BS, Accounting and Business Administration

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: September 1965 - October 1971

Branch or Component: National Guard and US Army Reserves

Date and Type of Discharge: Honorably Discharged from the USAR on October 22, 1971

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No

If yes, which Board or Committee? _____

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

Flagler Sportfishing Club

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

Experience - see attached resume. My personal history involves very long ties to Palm Coast. My parents bought a saltwater canal lot in the early 70s, intending to retire here. Unfortunately they were not able to accomplish that. However my son and his family built on that lot in 2007 and intend to stay here. My wife and I bought here in 2012, and moved permanantly in mid-2017.

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

I fulfilled the requirements for and held a Florida Certified Residential Contractor's License from 2000 to 2008. I have allowed that license to expire.

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

<u>Office Title</u>	<u>Date of Election or Appointment</u>	<u>Term of Office</u>	<u>Level of Government</u>

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

<u>Name of Business</u>	<u>Relationship to the Business</u>	<u>Business Relationship to Agency</u>

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

In my last assignment with Sears I was responsible for overseeing a network of home improvement and construction companies licensed to operate as Sears licensees. As the Chief Operating Officer of a 15 million dollar residential painting company which operated in four states, I was regularly called on to make decisions involving a wide variety of issues ranging from Human Resources to vendor selection. My personal strengths include interpersonal skills, organizational abilities, analytical capacity and a lifelong pattern of application of these traits.

What is your understanding of the relationship of this Board or Committee to the City Council?

The City Council reviews and approves all appointments to the Code Enforcement Board. The Board is responsible for reviewing code violations which the Code Enforcement Section has not been able to resolve through their regular enforcement efforts, or which have not been resolved through the Civil Citation System. The Board has the authority to levy fines under those circumstances.

7. REFERENCES – Please list three references (business and/or personal)

Jeffrey Whitehead Merrill Lynch, 601 Poydras St, #2500. New Orleans, LA 70130 (504) 586-7795
Name, Address & Telephone Number

Gary Lubi 400 Canopy Walk Lane Apt 431 Palm Coast, FL 32137 (386) 569-0762
Name, Address & Telephone Number

Chris Freda 600 Canopy Walk Lane Apt 612 Palm Coast, FL 32137 (973) 390-5725
Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement? Yes No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.



Signature

October 13, 2019

Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO: City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

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*Should you not be selected at this time, your application will be kept on file for consideration for six (6) months.
Should you wish to be considered for another board, committee, or task force during that time,
you must contact the City Clerk's Office and request reconsideration.*

Rawson 'Ross' Coleman

Profile

Performance-oriented professional with over forty years of progressively responsible experience leading to executive responsibility for customer relations, human resources, operations and strategic planning.

Areas of expertise:

- Management and supervisory practices.
- Human resources development and management.
- Construction, and contractor relations.
- Customer relations.
- Marketing, sales and business development.

Background includes success in building business relationships, including reaching consensus in business conflicts.

Particular strengths are interpersonal skills, organizational skills, analytical capacity, a strong sense of values, and a lifelong pattern of application.

Experience

2001– 2015 Independent Contractor Various locations

Supervisor, Store Closings and Asset Liquidation

Responsible for all presentation, sales, customer relations and operating activities associated with the liquidation of inventory in retail store closings and going out of business sales.

- J C Penney Columbia, Mississippi
- Laneco, division of SuperValue Bethlehem, Pennsylvania
- Ames, Inc. Newport, Maine
- Service Merchandise Jacksonville, FL
- Jacobson's Jacksonville, FL
- Ames, Inc. Belfast and Rockport, Maine
- Fila Shoe Outlet Orlando and Ft. Myers, FL
- Organized Living Boca Raton, FL
- Lundstrom division of Whitehall Jewellers Orange Park, FL
- Albertsons, LLC East Florida District
- Circuit City Northeast Florida
- Mervyn's Phoenix, AZ

1993–2000 MasterCraft Builders, USA Jacksonville, Florida

Executive Vice President, COO

Held the residential construction license which allowed the company to operate in the state of Florida. Directed human resources, advertising, construction, information services, purchasing, legal issues, and government relations in this 15 million dollar business operating in four states.

- Improved organizational effectiveness and morale while consolidating staff and management positions; resulting in reducing headquarters payroll and overhead by 30%.
- Established and implemented consistent company policies.
- Developed, produced and implemented the Company Policy Manual.
- Established and conducted a training program for Area Sales Managers.

1987–1993 Sears, Roebuck and Co. Hoffman Estates, IL

Zone Manager, Licensed Home Improvement Program

One of nine Zone Managers nationwide, I was responsible for administration and expansion of a network of independent contractors that were licensed by Sears to provide home improvement products and services. Geographic area of responsibility included Florida, Puerto Rico, South Carolina, North Carolina and southeast Georgia.

- Recruited and developed twenty new licensees, exceeding established goals, and growing revenues from \$22 million to \$55 million. Best performance of all nine regions.
- Received company's highest sales award three years in a row.
- Administrative responsibilities included controlling business operations, reviewing and approving advertising, and customer relations.
- Developed and produced "Where's the Onion" training course on customer focus.

1965–1987 Sears, Roebuck and Co. Various locations

Human Resources and Operations Management Assignments

- Received consistently high performance evaluations.
- Awarded several regional performance awards.
- Promoted regularly to positions with increasing responsibility.

Education

1961–1965 University of New Orleans New Orleans, LA
BS, Accounting and Business Administration

Licenses

Certified Residential Contractor – State of Florida - Expired
Independent Property and Casualty Adjuster – State of Florida - Expired



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

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Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input type="checkbox"/> Beautification & Environmental Advisory Committee*	<input type="checkbox"/> Planning & Land Development Regulation Board* ♠
<input checked="" type="checkbox"/> Code Enforcement Board*	<input type="checkbox"/> Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/> Leisure Services Advisory Committee	
<input type="checkbox"/> Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry	
<input type="checkbox"/> River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)	

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♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: NEIL COPELAND E-mail address: nccopeland@gmail.com
 Residence Address: 18 N PARK CIR District # 3
 City: PALM COAST State: FL Zip: 32137
 Mailing Address (If Different from Residence): _____
 Home Phone: 386-445-4583 Business Phone: mobile 240-432-4053
 Date of Birth: 6-24-1949 Place of Birth: Baltimore, MD
 How long have you been a permanent resident of Palm Coast? 13 yrs
 What year did you become a continuous resident of the City of Palm Coast? 2006

List all places of residence for the last five years.

Address	City & State	From	To
26 CLEMENTINA CT	PALM COAST, FL	2006	2015

Are you a registered voter in Flagler County? Yes No
 Have you ever used or been known by any other legal name? Yes No
 If yes, explain: _____

Are you a citizen of the United States? Yes No
 If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: Retired - See Resume
 Occupation: _____ Current Employer: _____
 Current Business Address: _____

City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment

3. EDUCATION

High School: M. Ford M. II HS, RANDOLPHSTOWN, MD Year Graduated: 1967

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
UNIVERSITY OF BALTIMORE, BALTO. MD	1969-1972	BS MANAGEMENT
DREXEL UNIVERSITY PHILA., PA	1967-69	—
WEBSTER UNIVERSITY, GENEVA, SWITZERLAND	1979-81	MA MANAGEMENT / FINANCE & ECONOMICS

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No

If yes, which Board or Committee? CODE ENFORCEMENT BOARD

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s) SEE ATTACHED

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

Extensive experience in Civic AND NGO regulatory compliance and enforcement.
6 YEARS on PALM COAST CODE ENFORCEMENT BOARD 2012-2017

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title	Date of Election or Appointment	Term of Office	Level of Government
<u>BOARD MEMBER - PALM COAST CODE ENFORCEMENT BOARD</u>	<u>2012</u>	<u>6 YRS</u>	<u>CITY</u>

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

Name of Business	Relationship to the Business	Business Relationship to Agency
NONE		

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

I have extensive experience in regulatory compliance at multiple levels, from Community Boards up to and including Federal Regulation in the Banking Industry. Further, I was a member of the PC Code Enforcement Board including 3 yrs as Vice Chairman

What is your understanding of the relationship of this Board or Committee to the City Council?

The Board acts as advisors and decision makers to and for the City Council. The Board is tasked with ensuring enforcement of city codes while making decisions in the best interest of the community as a whole. Based on its experience it is appropriate for the Board to recommend changes and/or enhancements to existing codes.

7. REFERENCES – Please list three references (business and/or personal)

Norman Mugford 31 Enterprise Dr Bunnell, FL 32110 386-445-7936
Name, Address & Telephone Number

Jan Hodes 19 Avenue de la Mere Palm Coast, FL 32137 386-597-6655
Name, Address & Telephone Number

Tom Seidel 49 Lagave, Palm Coast, FL 32137 408-309-9571
Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?

Yes

No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.


Signature

10/10/19
Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO: City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: 386-986-3713
FAX: 386-986-3714
EMAIL: CityClerk@palmcoastgov.com
WEBSITE: www.palmcoastgov.com

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

SUNSHINE LAW: The primary purpose of Government in the Sunshine Law is to assure public access to the decision-making processes of public boards and commissions. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and commissions.

Should you not be selected at this time, your application will be kept on file for consideration for six (6) months. Should you wish to be considered for another board, committee, or task force during that time, you must contact the City Clerk's Office and request reconsideration.

NEIL C. COPELAND

18 N Park Cirlet • Palm Coast, Florida 32137 • Voice: (386) 445-4583

Mobile: (240) 432-4053 • Email: nccopeland@gmail.com

SUMMARY OF QUALIFICATIONS

- A seasoned professional with extensive expertise in administrative and operations in the Banking and Financial services industry, including all aspects of Electronic Banking, Internet Banking and Bill Payment, Regulation and Compliance.
- Particular expertise in regulatory mitigation activities related to Formal Agreements, Cease and Desist Orders and Matters Requiring Attention.
- Emphasis on administration, compliance, operations, finance, information systems, and organizational development.
- Experienced in Risk Management, and Regulatory Compliance activities including GLBA, Dodd-Frank and Privacy in the traditional and Electronic Banking environments.
- In-depth experience in process improvement, strategic planning, Business Continuity Planning, and the management of growth and change.

MR. COPELAND'S PROFESSIONAL EXPERIENCE

Neil C. Copeland, LLC

January, 2010- Present

Bank Operations Consultancy

Provide support to C Level Operations and IT management related to a wide range of Operations, Information Security and Regulatory compliance activities and operational strategic planning

City First Bank of DC (\$140m assets) Washington, DC

August 2006- December 2009

Group Senior Vice-President, Chief Information Security Officer

Hired by the new CEO to oversee the restructuring and reconfiguration of all operational areas of the bank in order to rectify deficiencies specified in a Formal Agreement with the OCC executed in May, 2006. Specifically, responsible for areas related to Compliance, Internal Control, Information Systems, Vendor Management, Deposit Operations, Security and Office Support Services. In November, 2008 the bank was released from the formal agreement by the OCC. I was directly responsible or involved with 9 of the 11 points that were successfully corrected. The bank recently completed its third comprehensive OCC exam since the formal agreement was executed, with all IT, Operations and Compliance components rated acceptable or above.

Significant Accomplishments:

- Information Technology and Security
 - Developed and implemented Comprehensive Information Systems and Security Program
 - Developed and implemented Comprehensive Information Systems Policies
 - Re-designed and implemented internal Information Systems Network
 - Developed comprehensive IT Risk Management assessment
 - Established comprehensive Information Technology security systems and extensive proactive monitoring and incident response capability
 - Established and chaired the Information Technology and Security Steering

Committee

- Vendor Management
 - Developed and implemented Comprehensive Vendor Management Program
 - Performed Vendor Due diligence and complete Vendor Analysis of all critical vendors
 - Analyzed and renegotiated Financial Service Providers contracts at significant cost savings.
- Compliance
 - Developed and Implemented and oversaw the GLBA risk assessment program Served as an Ad-hoc member of the Board's Audit and Compliance committee
 - Supported Coordination of Bank-wide compliance activities including Dodd-Frank
- Deposit Operations/Electronic Banking
 - Re-organized Deposit and Loan Operations Department
 - Re-staffed at reduced staffing levels. Established cross training program.
 - Established standard operating policies and procedures
 - Implemented FedLine Advantage system

 - Changed vendors for electronic banking activities to provide improved service and new product offerings
 - Developed and managed Remote deposit product implementation
 - Implemented Branch capture and complete Check 21 implementation

GNC Associates LLC, Potomac, Maryland
Senior Executive Consultant, CEO

January 2005- August 2006

Perform high level consulting in the banking arena. Specialties include Operations/IT strategic planning, profit maximization, daily operations including back-office and operations, process improvement, risk management, Business Continuity Planning, and regulatory and privacy issues.

Cardinal Bank, NA (\$1b assets) McLean, Virginia
Senior Vice-President- IT and Administration

April 2002- December 2004

Accountable for all day-to-day activities of the Informational Technology, Deposit Operations, Administration, and Facilities Departments. Responsibilities include IT and network management, administration and coordination with internal staff and outsourcing vendors; all aspects of deposit and back-office operations including check clearing and imaging; maintenance of existing facilities including headquarters and construction of new branches; and basic administrative functions including all purchasing activities. Co-Chaired compliance committee representing administrative, operational and retail issues.

Significant Accomplishments:

- Produced RFP and managed selection process for replacement of Core Processing and associated systems.
- Managed the consolidation and move of three locations into a new headquarters facility in Tysons Corner
- Re-engineered the entire data network and installed a fully integrated redundant Data and VOIP network reducing annual costs in excess of \$100,000.
- Upgraded all server capability and increased security, controls, flexibility and scalability of the IT systems in preparation for a significant growth surge.
- Produced RFP for Items and Image Processing and managed selection and conversion process. Project yielded significant increases in customer service, reduced staffing and hard cost savings in excess of \$125,000 annually.
- Managed the opening and continued operation of 5 new branch office facilities (from an original 8) with no increase in staffing.

Independent Consultant

January- March, 2002

Reviewed the most recent Office of the Controller of the Currency Information Technology Examination report for Cardinal Financial Corporation. Analyzed operations and recommended

appropriate policy and procedural changes to address issues raised in the report. Wrote Gramm-Leach-Bliley compliant formal corporate policies and procedures for Information Systems and Security and related operational and administrative activities. Implemented these policies, procedures and best practices within the organization.

Developed and wrote the Information Systems and Operations Strategic plan for the holding company and its subsidiaries. All policies, procedures and documentation were approved by the Board of Directors, the Audit Committee, the OCC and other appropriate regulatory agencies.

Online Resources Corporation, McLean, Virginia

Director, Risk Management

2001

Responsible for the creation, management and oversight of the company's Risk Management related functions, including Product and Regulatory Compliance, Operations Internal Control, Internal Audit, Disaster Backup, and Corporate Business Resumption Planning. Ensure that official company policies comply with all appropriate laws and regulations, and that those policies were appropriately implemented and followed throughout the company. Served as Company liaison with external auditors and regulatory authorities (FED, FFIEC, FDIC, OCC, OTS, and NCUA), industry trade groups, and financial institution clients regarding compliance, audit and regulatory issues.

Director, Technical and Project Support

1999-2000

Developed and managed the Second Level Technical Support group for a leading Internet banking and bill payment financial service provider. Responsible for triage and resolution of highest level critical operational and customer support issues. Managed all projects related to enhancement activities and process improvements for the Call Center and back office operations departments within the Operations Group. Prepared user requirements and coordinated implementation efforts for support applications affecting multiple departments, and remote Financial Institutions.

Summit Resources, LLC, Potomac, Maryland

1995-1999

Managing Member

General business and technical consulting. Specialist in work-outs, turnaround and operational troubleshooting. Services include strategic planning, organizational structure analysis, needs requirements analysis, efficiency analysis, reengineering and right-sizing, network design and implementation

Computer Mart, Inc.

DBA Computer Renaissance- Rockville, Maryland

1996-1998

President (Owner)

Organized, owned and operated a Computer Renaissance franchise in Rockville, Maryland.

Ameribanc Savings Bank, FSB, Annandale, Virginia (1.3b assets)

1982-1995

Senior Vice-President, Administrative Support (Division Head; Member of the Executive Management Committee; Chairman, EDP Steering Committee; Member, Asset Review Committee, Asset/Liability Management Committee, and Compliance Committee)

1988-1995

First Vice-President, Operations

1987-1988

Vice-President, Operations

1986-1987

Vice-President, Automated Systems

1985-1986

Vice-President, Controller

1982-1985

Responsible for all administrative and operational activities of the following departments:

Information Systems- Responsible for requirements analysis, planning, design, implementation, and daily management of all automated processes including information systems, and data and voice communications, and networks for company-wide operations and specific support of other internal departments. Served as liaison with regulators, and independent auditors. Coordinated compliance activities and developed regulatory reporting capability for retail and lending activities.

Deposit Operations- Managed customer service and branch support functions for internal departments and external customer base, including call center and customer account service departments, check processing, and internal and external mail services.

Administration- Oversaw corporate administration functions, including Corporate Policy and Procedures, Contingency Disaster Planning, and internal communications. Provided administrative and contract administration support to the other divisions.

Purchasing- Managed all centralized purchasing activities of the company for the main office and all remote locations. Selected vendors and negotiated contracts for all corporate and peer division purchasing activities. Responsible for ongoing vendor relations and oversight.

Security- Responsible for all aspects of internal, physical and data security: company wide.

Facilities- Managed all activities related to the company's facilities, including new construction or acquisition of leased facilities as appropriate, and ongoing maintenance. Built, managed and maintained company occupied facilities, both owned and leased. Managed leasing activities of company owned properties, including office buildings and strip centers.

Directly supervised seven staff, including 5 vice-presidents, with an overall staff count in excess of 100 employees throughout the division.

Significant Accomplishments:

- Built the Administrative Support Division and its subsidiary departments from creation. Effectively evolved all administrative support functions as the institution grew from \$175m in assets and 5 branches to \$1.3b in assets and 32 branches in 3 states
- Managed the development, installation, and ongoing operation of all automated systems throughout the bank
- Reengineered all back office operations and installed fully integrated in-house information systems at significant cost savings
- Designed and implemented computer integrated bank-wide call distribution system to manage customer service and inquiry activities for various internal divisions
- Implemented in-house items processing; migrated to high speed and POD with no downtime
- Installed fully integrated Client/Server based workgroup LAN throughout the main office with seamless connections to 32 remote locations
- Planned and managed the implementation of the largest operational frame relay WAN in Virginia
- Designed and implemented complete Corporate and Information Systems Contingency Disaster recovery plans for all operations including information systems, branch office operations and all administrative functions
- Designed, implemented, and maintained Corporate Policies and Procedures
- Created Security Department and implemented systems for physical and data security
- Reduced risk and losses through implementation of automated kiting detection system
- Reorganized facilities leasing, construction, and maintenance processes and reduced operating expenses significantly

University of Maryland- Baltimore County
1982

Fall-

Instructor- Mgmt 101

First National Bank of Chicago, Geneva, Switzerland
Assistant to the General Manager

1979-1981

Provided general operational and administrative support to the General Manager. Assisted in coordination and interface with main office in Chicago and International Systems department in London. Performed systems and operational procedural analysis. Managed installation of Tandem in-house processing system in Geneva and assisted other European branches with their installations.

Yorkridge Federal Savings and Loan Association, Pikesville, Maryland **1973-1979**
Yorkridge Service Corporation
Assistant Treasurer- Controller

Responsible for all administrative functions including accounting and report preparation, data processing, investments and liquidity management, branch administration, human resources, security, and facilities.

Liaison between correspondent banks and major depositors. Involved in management of subdivision real estate development activities including coordination with builders and banks on behalf of development subsidiary.

American Health and Life Insurance Company, Baltimore, MD
Expense Accounting and Cash Disbursements Supervisor

1970-1973

Responsible for expense allocation, accounting, review, control, and reporting. Supervised and controlled issuance of all expense and claims disbursements. Designed expense allocation and accounting system.

EDUCATION

M.A., Management and Finance/Economics (Dual Concentration)

Webster University, Geneva, Switzerland (Extension campus of Webster University, St. Louis, Missouri)

B.S., Management, (Accounting minor)

University of Baltimore, Baltimore, Maryland

INFORMATION TECHNOLOGY COMPETENCIES

Microsoft Products

- In Depth proficiency with
 - Windows for Workgroups, 95, ME, XP, Vista, 7, 8.0, 8.1, 10
 - Office Suites: 2003, 2007, 2010, 2013, 2016
 - VISIO
 - Project
- Executive Management level
 - Windows Server 2003, 2010
 - Exchange 2000, 2003, 2010
 - Sharepoint
- Zix Email Encryption Security Applications- In-house and Service Bureau environment

FINANCIAL SERVICES EXPERIENCE AND COMPETENCIES

Extensive knowledge of all ACH and electronic interchange processes

- All aspects of Check processing, imaging and including digital conversion
- ATM networks, including Debit and credit network integration
- Retail digital deposit processing
- Debit and credit transaction processing
- International monetary transaction processes including SWIFT
- Expertise in dual-level authentication systems

Unisys

- Paper and Image processing: hardware and Software
- A-Series Mainframe operations
- B-Series Check Processing mainframes

Fidelity National Information Systems

- Horizon Core Processing
- MISER Core processing
- Ecom and Ecorp Electronic Banking
- Image Processing: AFS and ImageCentre
- Fraud Protection Products
- Branch Capture
- Remote capture

Fiserv

- Premier Core Processing and associated systems
- Image Processing

BISYS Total Core Banking System

Digital Insight (Intuit)

- Internet Banking
- Cash Management

Metavante

- Bill Payment

OnLine Resources

- Internet Banking
- Bill Payment

iPay Technologies

- Internet Bill Pay
- Internet Business Cash Management

BankTel Accounts Payable

PROFESSIONAL REFERENCES AVAILABLE ON REQUEST



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input type="checkbox"/> Beautification & Environmental Advisory Committee*	<input type="checkbox"/> Planning & Land Development Regulation Board* ♣
<input checked="" type="checkbox"/> Code Enforcement Board*	<input type="checkbox"/> Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/> Leisure Services Advisory Committee	
<input type="checkbox"/> Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry	
<input type="checkbox"/> River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)	

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♣ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: Lucy G. Davis E-mail address: lucydavis@earthlink.net
 Residence Address: 50 Egret Trail District # 4
 City: Palm Coast, State: FL Zip: 32164

Mailing Address (If Different from Residence): _____

Home Phone: 386-437-5082 Business Phone: NA
 Date of Birth: 9/24/1939 Place of Birth: Virginia

How long have you been a permanent resident of Palm Coast? 21 years
 What year did you become a continuous resident of the City of Palm Coast? 1998

List all places of residence for the last five years.

Address	City & State	From	To
50 Egret Tr.	P.C. 71. 32104	1998	Now

Are you a registered voter in Flagler County? Yes No
 Have you ever used or been known by any other legal name? Yes No
 If yes, explain: Lucy Green
Maiden Name

Are you a citizen of the United States? Yes No
 If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: School guidance Counselor
 Occupation: NA Current Employer: None
 Current Business Address: None

City _____ State _____ Zip _____ Phone # _____

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
<u>None</u>			

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment
<u>election poll worker</u>		<u>election time only</u>

3. EDUCATION

High School: James Solomon Russell Year Graduated: 1956

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
<u>St. Paul's College</u>	<u>1956-1960</u>	<u>B.S. in Ele. Ed.</u>
<u>Johns Hopkins University</u>	<u>1965-1971</u>	<u>Masters</u>

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No

If yes, which Board or Committee? fire department

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

Just Friends
Political Party

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

I have always had an interest in making sure my home was an asset to the community. We make sure that the island on Egret Trail is well maintained.

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

<u>Name of Business</u>	<u>Relationship to the Business</u>	<u>Business Relationship to Agency</u>

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

My employment as a guidance counselor allowed me the opportunity to work with students & parents from all walks of life. My interpersonal skills allow ^{me} to always seek positive resolutions of different issues.

What is your understanding of the relationship of this Board or Committee to the City Council?

At this time I am not aware of this board's relationship with the City Council.

7. REFERENCES – Please list three references (business and/or personal)

- Evelyn Dwyer - 60 Egnet Tr., P.C. Fl. 32164 - 437-9269*
Name, Address & Telephone Number
- Carue Davis 48 Egnet Trail, P.C. Fl. 32164 437-5006*
Name, Address & Telephone Number
- Kathleen Goodwin 47 Egnet Tr. P.C. Fl. 32164 916-548-7917*
Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement? Yes No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.

Lucy S. Davis
Signature

October 16, 2019
Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO: City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: 386-986-3713
FAX: 386-986-3714
EMAIL: CityClerk@palmcoastgov.com
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Should you not be selected at this time, your application will be kept on file for consideration for six (6) months. Should you wish to be considered for another board, committee, or task force during that time, you must contact the City Clerk's Office and request reconsideration.

I would appreciate a call or email to tell me when to expect a decision as to when your decision is made.
lgd



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input type="checkbox"/> Beautification & Environmental Advisory Committee*	<input type="checkbox"/> Planning & Land Development Regulation Board* ♠
<input checked="" type="checkbox"/> Code Enforcement Board*	<input type="checkbox"/> Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/> Leisure Services Advisory Committee	
<input type="checkbox"/> Flagler County Housing Task Force/Affordable Housing Advisory Council: <ul style="list-style-type: none"> <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry 	
<input type="checkbox"/> River to Sea Transportation Planning Organization Advisory Committees: <ul style="list-style-type: none"> <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC) 	

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT

Yes No

AS A FULL TIME BOARD MEMBER is preferred over being an alternate

1. PERSONAL

Name: Andrew J. Dodzik E-mail address: adodzik@gmail.com

Residence Address: 8 EDWARD DRIVE District # 4

City: PALM COAST State: FL Zip: 32164

Mailing Address (If Different from Residence): _____

Home Phone: 260-750-2660 Business Phone: N/A

Date of Birth: 11/21/1947 Place of Birth: PASSAIC, N.J.

How long have you been a permanent resident of Palm Coast? 5 years

What year did you become a continuous resident of the City of Palm Coast? 2014

List all places of residence for the last five years.

Address	City & State	From	To

Are you a registered voter in Flagler County? Yes No

Have you ever used or been known by any other legal name? Yes No

If yes, explain: _____

Are you a citizen of the United States? Yes No

If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: _____

Occupation: Civil Engineer Current Employer: DLZ INDIANA, LLC

Current Business Address: N/A

City _____ State _____ Zip _____ Phone # _____

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
<u>N/A</u>			

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position _____ Employee Agency _____ Period of Employment _____

3. EDUCATION

High School: EAST PATERSON MEMORIAL Year Graduated: 1965
Name & Location

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
<u>INDIANA INST. OF TECH.</u>	<u>1965-71</u>	<u>BSCPE</u>

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No

If yes, which Board or Committee? Code ENFORCEMENT - ALTERNATE

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)
PALM COAST LIONS CLUB
SANTA MARIA DEL MAR CATHOLIC CHURCH

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

HAVE BEEN A BOARD ALTERNATE FOR THE
LAST TWO YEARS AND AM VERY
FAMILIAR WITH HOW THE BOARD FUNCTIONS

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

BS CIVIL ENGINEERING

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

CURRENT ALTERNATE ON CODE ENFORCEMENT
BOARD

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

Name of Business

Relationship to the Business

Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

PAST TWO YEARS AS A BOARD ALTERNATE HAS PROVIDED THE NECESSARY EXPERIENCE TO SERVE THE BOARD FULL TIME

What is your understanding of the relationship of this Board or Committee to the City Council?

THE CODE ENFORCEMENT BOARD ACTS INDEPENDENTLY FROM THE CITY COUNCIL AND HAS FINE AND ENFORCEMENT POWERS

7. REFERENCES – Please list three references (business and/or personal)

MIKE BAKER 32 Egret TRAIL 260-570-6368
Name, Address & Telephone Number

MAUREEN McALEAVEY 14 EVANSVILLE LANE 260-417-0260
Name, Address & Telephone Number

BARBARA HOLLAND 29 PACKARD LANE 386-446-3088
Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?

Yes

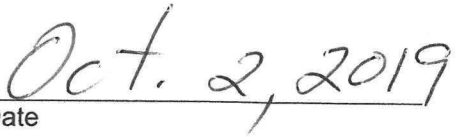
No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.


Signature


Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO:	City Clerk's Office City of Palm Coast 160 Lake Avenue Palm Coast, Florida 32164	PHONE:	386-986-3713
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		WEBSITE:	www.palmcoastgov.com

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

SUNSHINE LAW: The primary purpose of Government in the Sunshine Law is to assure public access to the decision-making processes of public boards and commissions. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and commissions.

*Should you not be selected at this time, your application will be kept on file for consideration for six (6) months.
Should you wish to be considered for another board, committee, or task force during that time,
you must contact the City Clerk's Office and request reconsideration.*



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input type="checkbox"/> Beautification & Environmental Advisory Committee*	<input type="checkbox"/> Planning & Land Development Regulation Board* ♣
<input checked="" type="checkbox"/> Code Enforcement Board*	<input checked="" type="checkbox"/> Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/> Leisure Services Advisory Committee	
<input type="checkbox"/> Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry	
<input type="checkbox"/> River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)	

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♣ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: ROBERT MACDONALD E-mail address: CAROLEMAC611@AOL.COM
 Residence Address: 38 RICHFIELD LN District #: 4
 City: PALM COAST State: FL Zip: 32164
 Mailing Address (If Different from Residence): _____
 Home Phone: 201-6473912 Business Phone: _____
 Date of Birth: 4-15-51 Place of Birth: JERSEY CITY NJ
 How long have you been a permanent resident of Palm Coast? 4 YRS
 What year did you become a continuous resident of the City of Palm Coast? 2015

List all places of residence for the last five years.

Address	City & State	From	To
75 Lucille Ave	DUMONT NJ	1991	2015

Are you a registered voter in Flagler County? Yes No
 Have you ever used or been known by any other legal name? Yes No
 If yes, explain: _____

Are you a citizen of the United States? Yes No
 If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: _____

Occupation: FRONT SERVICE CLERK Current Employer: PUBLIC

Current Business Address: 800 BELLE TERRE
PALM COAST FL 32164
 City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
<u>OLIVE GARDEN</u>	<u>REST</u>	<u>HOST</u>	<u>1/18 - 6/19</u>

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment

3. EDUCATION

High School: WOOD-RIDGE HS WOOD-RIDGE Year Graduated: 1971
 Name & Location

Name & Location	Dates Attended	Certificate/Degrees Received

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No

If yes, which Board or Committee? _____

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s) _____

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

*I WAS A VOLUNTEER FIREMAN IN NJ FOR 20 YRS
HAVE ATTENDED MANY SCHOOLS. I WAS LOCAL SHOP
STWARD FOR USPS KNOWLEDGE OF CONTRACTS & AGREEMENTS*

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

<u>Name of Business</u>	<u>Relationship to the Business</u>	<u>Business Relationship to Agency</u>

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

I Believe that my Knowledge of AGREEMENTS AND my willing to be a decision MAKER BASED ON THE RULES AND REGULATIONS OF THE CITY AND STATE will make me a GREAT ASSET

What is your understanding of the relationship of this Board or Committee to the City Council?

I UNDERSTAND THAT A MEMBER MUST BE FAIR AND HONEST AND FOLLOW THE LAW AT ALL TIMES NO MATTER WHAT.

7. REFERENCES – Please list three references (business and/or personal)

ROBERT CROSS PALM BAY FL

Name, Address & Telephone Number

RALPH YEARWOOD PALM COAST FL

Name, Address & Telephone Number

TIM JONES EPIC CHURCH FL

Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?

Yes

No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.


Signature

10/22/19
Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO: City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: 386-986-3713
FAX: 386-986-3714
EMAIL: CityClerk@palmcoastgov.com
WEBSITE: www.palmcoastgov.com

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VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input type="checkbox"/> Beautification & Environmental Advisory Committee*	<input type="checkbox"/> Planning & Land Development Regulation Board* ♠
<input checked="" type="checkbox"/> Code Enforcement Board*	<input type="checkbox"/> Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/> Leisure Services Advisory Committee	
<input type="checkbox"/> Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry	
<input type="checkbox"/> River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)	

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♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: Vincent L. Sullivan E-mail address: vsullivan@legalteamforlife.com

Residence Address: 36 Banner Lane District # 1

City: Palm Coast State: FL Zip: 32137

Mailing Address (If Different from Residence): _____

Home Phone: 386-931-6308 Business Phone: 386-445-8900

Date of Birth: August 18, 1990 Place of Birth: Modesto, CA

How long have you been a permanent resident of Palm Coast? July 1999

What year did you become a continuous resident of the City of Palm Coast? September 2016

List all places of residence for the last five years.

Address	City & State	From	To
36 Banner Lane	Palm Coast, FL	May 2019	Present
143 Bayside Drive	Palm Coast, FL	Sept. 2016	May 2019
224 Yale Road	St. Augustine, FL	Aug. 2015	Sept. 2016
8000 Baymeadows Cir. East	Jacksonville, FL	Aug. 2012	Aug. 2015

Are you a registered voter in Flagler County? Yes No
 Have you ever used or been known by any other legal name? Yes No
 If yes, explain: _____

Are you a citizen of the United States? Yes No
 If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: _____

Occupation: Attorney Current Employer: Chiumento Dwyer Hertel Grant, P.L.

Current Business Address: 145 City Place, Suite 301

Palm Coast FL 32167 386-445-8900
City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
<u>Rusty Law, 2493 US 1 S. St. Augustine, FL</u>	<u>Law Firm</u>	<u>Associate Attorney</u>	<u>Aug. 2015 to Dec. 2017</u>
<u>Eric C. Roberson P.A. - 2064 Park St., Jacksonville, FL</u>	<u>Law Firm</u>	<u>Law Clerk</u>	<u>May 2014 to May 2015</u>

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment

3. EDUCATION

High School: Matanzas High School Year Graduated: 2008

List postsecondary educational institutions or programs attended:
Name & Location Dates Attended Certificate/Degrees Received

Flagler College - St. Augustine, FL Aug. 2008 to May 2012 B.A. Political Science

Florida Coastal School of Law - Jacksonville, FL Aug. 2012 to May 2015 Juris Doctorate

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No
If yes, which Board or Committee? _____

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

Young Professionals Group of Flagler County; Flagler County Bar Association; St. Johns County Bar Association; St. Johns County Legal Aid; American Inns of Court - St. Augustine Chapter.

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

Since graduating law school and beginning to practice law, I am continually involved in real estate. In recent history, my job has required me to become capable of understanding and working with the City's Land Development Code and Code of Ordinances.

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

Name of Business	Relationship to the Business	Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

My talent and skills will assist the Board in interpreting the applicable codes by which all citizens of Palm Coast are required to abide by. When necessary and required, I can and will be an impartial decision maker and not an advocate.

What is your understanding of the relationship of this Board or Committee to the City Council?

The Board will determine whether or not a code violation exists. If a code violation exists, then, it is the Board's job to impose the appropriate corrective remedy. The Board is a specially appointed arm of the City Council as the authority to enforce the City's Code is specifically reserved to City council. All appeals are to be made to the Circuit Court in and for Flagler County, Florida.

7. REFERENCES – Please list three references (business and/or personal)

Michael D. Chiumento, 145 City Place, Suite 301, Palm Coast, FL 32164 386-445-8900
Name, Address & Telephone Number

Ronald A. Hertel, 145 City Place, Suite 301, Palm Coast, FL 32164 386-445-8900
Name, Address & Telephone Number

Diane A. Vidal, 145 City Place, Suite 301, Palm Coast, FL 32164 386-445-8900
Name, Address & Telephone Number

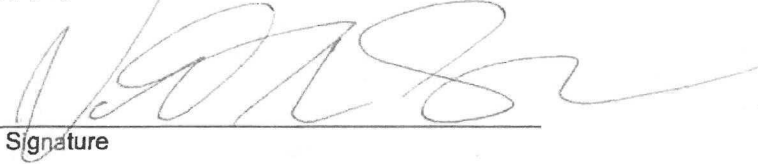
8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement? Yes No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.



Signature

10/25/2019
Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO: City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: 386-986-3713
FAX: 386-986-3714
EMAIL: CityClerk@palmcoastgov.com
WEBSITE: www.palmcoastgov.com

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VINCENT SULLIVAN

36 BANNER LANE
PALM COAST, FLORIDA 32137
(386)-931-6308

VSULLIVAN@ALUMNI.FLAGLER.EDU

EDUCATION

FLORIDA COASTAL SCHOOL OF LAW, Jacksonville, Florida

Juris Doctor, May 2015

Class Rank: Top 25%

Honors: Dean's List, Fall 2013

Book Award Civil Motion Practice, Spring 2015

Book Award Public Speaking for Lawyers, Spring 2015

Dean's Scholar, Spring 2015

FLAGLER COLLEGE, St. Augustine, Florida

Bachelor of Arts in Political Science, Minor Pre-Law, April 2012

ADMISSION AND ASSOCIATION

THE FLORIDA BAR

September 2015

ST. JOHNS COUNTY BAR ASSOCIATION

December 2015

FLAGLER COUNTY BAR ASSOCIATION

January 2018

YOUNG PROFESSIONALS GROUP OF FLAGLER COUNTY – DIRECTOR

August 2018

LEGAL EXPERIENCE

CHIUMENTO DWYER HERTEL GRANT, P.L., Palm Coast, Florida

December 2017 – Present

Associate Attorney

- Draft operative pleadings, related motions, and appellate briefs
- Draft motions for summary judgment, discovery, and proposed orders
- Assist in development of case theory and strategy for trial
- Conduct hearings and mediations
- Handle governmental re-zoning, code enforcement, and future land use matters

RUSTY LAW, LLC, St. Augustine, Florida

August 2015 – December 2017

Associate Attorney

- Develop case theory and legal arguments
- Draft complaints, motions, discovery requests and proposed orders
- Attend and conduct hearings on drafted motions and conduct mediations
- Co-Counsel at trial and appellate level in civil cases
- Draft and execute real estate transactional documents

ERIC C. ROBERSON P.A., Jacksonville, Florida

May 2014 - May 2015

Law Clerk

- Performed initial client intake and document gathering.
- Drafted various motions, including: motion to stay discovery, motion to disqualify counsel, motions to dismiss, and motions to compel.



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input type="checkbox"/>	Beautification & Environmental Advisory Committee*	<input type="checkbox"/>	Planning & Land Development Regulation Board* ♣
<input checked="" type="checkbox"/>	Code Enforcement Board*	<input type="checkbox"/>	Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/>	Leisure Services Advisory Committee		
<input type="checkbox"/>	Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry		
<input type="checkbox"/>	River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)		

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♣ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: David W. Sutton E-mail address: suttondw1@gmail.com
 Residence Address: 75 Pheasant Dr. District #: 3
 City: Palm Coast State: FL Zip: 32164
 Mailing Address (If Different from Residence): _____
 Home Phone: (607) 962-3822 Business Phone: _____
 Date of Birth: June 12, 1950 Place of Birth: Corning, NY
 How long have you been a permanent resident of Palm Coast? May 2018
 What year did you become a continuous resident of the City of Palm Coast? _____

List all places of residence for the last five years.

Address	City & State	From	To
2 Tara Place	Painted Post NY	1996	2018

Are you a registered voter in Flagler County? Yes No
 Have you ever used or been known by any other legal name? Yes No
 If yes, explain: _____

Are you a citizen of the United States? Yes No
 If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: Corning Inc - Sr. Mech. Engineer
 Occupation: Consulting - Engineering Current Employer: PRO - Unlimited
 Current Business Address: HQ - Boca Raton FL. Consultant
Corning N.Y. 14831 (607) 974-9000
City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
• PRO - Unlimited (address above)	Consulting	Facility Leader	Nov 2017 - Current
• NYS Education (Corning NY)		Sub-teaching	Fall 2017 - May 2018

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment

3. EDUCATION

High School: West High Year Graduated: 1968
Name & Location

Name & Location	Dates Attended	Certificate/Degrees Received
Alfred University (Alfred NY)		BS Mechanical Engineer
Cornell Community College (Cornell N.Y.)		Mech Tech ✓ 1988
		1986

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: Oct 1968 - Oct 1972

Branch or Component: Marine Corps

Date and Type of Discharge: Honorable

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No
If yes, which Board or Committee? _____

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

E. Lions Club ~ 20 yrs. (Cornier & Painted Post NY)
NYS Dept of Environmental Conservation - Firearm instructor ~ 20 yrs.

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

- Over 20 yrs. working in industry working with building/electrical/Noise codes as well OSHA Stds.
- Developed community noise stds, Good problem solver

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

~ 7 yrs - professional certification (Rutger University, NJ) Community Noise Enforcement

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title	Date of Election or Appointment	Term of Office	Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

Name of Business Relationship to the Business Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

I believe my education as an engineer gives me the skills to think through issues/concerns to a positive outcome. The 20+ yrs working w/ different codes could be beneficial to the city.

What is your understanding of the relationship of this Board or Committee to the City Council?

Code enforcement is a service to ensure compliance w/ city ordinances as well as overall health, safety & welfare of the community. City Council - is the political arm of the city - setting policy, budget, taxes, etc.

7. REFERENCES - Please list three references (business and/or personal)

Naveen Madhuchi Corning (HP-03-50) 607-974-9000

Name, Address & Telephone Number

Gerry Salbego Corning (HP-03-50) 607-329-2297

Name, Address & Telephone Number

Nancy Doud County At 2, Addison Nj. 607-359-3214

Name, Address & Telephone Number

+ others, if needed

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?

Yes

No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.


Signature

10/24/2019
Date

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RETURN TO: City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: 386-986-3713
FAX: 386-986-3714
EMAIL: CityClerk@palmcoastgov.com
WEBSITE: www.palmcoastgov.com

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Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input type="checkbox"/>	Beautification & Environmental Advisory Committee*	<input type="checkbox"/>	Planning & Land Development Regulation Board* ♠
<input checked="" type="checkbox"/>	Code Enforcement Board*	<input type="checkbox"/>	Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/>	Leisure Services Advisory Committee		
<input type="checkbox"/>	Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry		
<input type="checkbox"/>	River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)		

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♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: John A. Vaughn E-mail address: vaughnjon@msn.com
 Residence Address: 9 Blvd of Paradise Drive District # 1
 City: Palm Coast State: FL Zip: 32137
 Mailing Address (If Different from Residence): _____
 Home Phone: N/A Business Phone: 315-398-8807
 Date of Birth: 05/07/1948 Place of Birth: Indianapolis, Indiana
 How long have you been a permanent resident of Palm Coast? 6 months
 What year did you become a continuous resident of the City of Palm Coast? 2019

List all places of residence for the last five years. 3113 Main St. S. Wagoner, SC 29164 1 1/2 yrs.
3113 Natchez Lane, Adelphi, FL 32137 6 1/2 yrs

Are you a registered voter in Flagler County? Yes No

Have you ever used or been known by any other legal name? Yes No

If yes, explain: _____

Are you a citizen of the United States? Yes No

If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: Code Enforcement Officer, Seneca Co. N.Y.

Occupation: Retired Current Employer: NA

Current Business Address: NA

Seneca Falls NY 13148 _____
 City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
<u>Seneca County</u>	<u>Code Enforcement</u>	<u>Code Enforcing Officer</u>	<u>10 years</u>

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position Employee Agency Period of Employment

3. EDUCATION

High School: Medina Highschool / 3ED Year Graduated: 1970
 Name & Location

List postsecondary educational institutions or programs attended:
 Name & Location Dates Attended Certificate/Degrees Received

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No

If yes, which Board or Committee? Not in Palm Coast - have not been here

long enough

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

Sat on Boards in Seneca County for 8 yrs; United Way;
Served as President of the Local Union for 6 years; Volunteer
Fireman in all capacities for over 20 years; HOA President for 3 years

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

Name of Business

Relationship to the Business

Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

my tenure with Seneca County is a full time Code Enforcing Officer gave me the insight into how the system can best work for both sides involved. Prior to that, I served 25 years in the building trades

What is your understanding of the relationship of this Board or Committee to the City Council?

To assist the City Council in providing a progressive board in assisting the City in resolving violations fairly.

7. REFERENCES – Please list three references (business and/or personal)

John Nobles 79 Green St. Seneca Falls, N.Y. 13148 315-243-9445
Name, Address & Telephone Number

Stewart Gage 22 Chapel St. Seneca Falls, N.Y. 13148 315-651-8447
Name, Address & Telephone Number

Don Holman Edgewater, Ill. 32147 585-598-3341
Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?

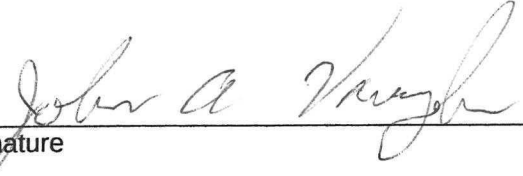
Yes

No

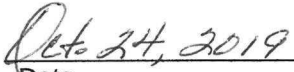
I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City Staff to perform a personal background screening which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.



Signature



Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO:	City Clerk's Office City of Palm Coast 160 Lake Avenue Palm Coast, Florida 32164	PHONE:	386-986-3713
		FAX:	386-986-3714
		EMAIL:	CityClerk@palmcoastgov.com
		WEBSITE:	<u>www.palmcoastgov.com</u>

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

SUNSHINE LAW: The primary purpose of Government in the Sunshine Law is to assure public access to the decision-making processes of public boards and commissions. The Sunshine Law extends to all discussions and deliberations as well as to formal actions taken by boards and commissions.

*Should you not be selected at this time, your application will be kept on file for consideration for six (6) months.
Should you wish to be considered for another board, committee, or task force during that time,
you must contact the City Clerk's Office and request reconsideration.*



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input type="checkbox"/> Beautification & Environmental Advisory Committee*	<input type="checkbox"/> Planning & Land Development Regulation Board* ♠
<input checked="" type="checkbox"/> Code Enforcement Board*	<input type="checkbox"/> Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/> Leisure Services Advisory Committee	
<input type="checkbox"/> Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry	
<input type="checkbox"/> River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)	

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: Vincent L. Sullivan E-mail address: vsullivan@legalteamforlife.com

Residence Address: 36 Banner Lane District # 1

City: Palm Coast State: FL Zip: 32137

Mailing Address (If Different from Residence): _____

Home Phone: 386-931-6308 Business Phone: 386-445-8900

Date of Birth: August 18, 1990 Place of Birth: Modesto, CA

How long have you been a permanent resident of Palm Coast? July 1999

What year did you become a continuous resident of the City of Palm Coast? September 2016

List all places of residence for the last five years.

Address	City & State	From	To
36 Banner Lane	Palm Coast, FL	May 2019	Present
143 Bayside Drive	Palm Coast, FL	Sept. 2016	May 2019
224 Yale Road	St. Augustine, FL	Aug. 2015	Sept. 2016
8000 Baymeadows Cir. East	Jacksonville, FL	Aug. 2012	Aug. 2015

Are you a registered voter in Flagler County? Yes No

Have you ever used or been known by any other legal name? Yes No

If yes, explain: _____

Are you a citizen of the United States? Yes No

If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: _____

Occupation: Attorney Current Employer: Chiumento Dwyer Hertel Grant, P.L.

Current Business Address: 145 City Place, Suite 301

Palm Coast FL 32167 386-445-8900
City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
<u>Rusty Law, 2493 US 1 S. St. Augustine, FL</u>	<u>Law Firm</u>	<u>Associate Attorney</u>	<u>Aug. 2015 to Dec. 2017</u>
<u>Eric C. Roberson P.A. - 2064 Park St., Jacksonville, FL</u>	<u>Law Firm</u>	<u>Law Clerk</u>	<u>May 2014 to May 2015</u>

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment

3. EDUCATION

High School: Matanzas High School Year Graduated: 2008

List postsecondary educational institutions or programs attended:
Name & Location Dates Attended Certificate/Degrees Received

Flagler College - St. Augustine, FL Aug. 2008 to May 2012 B.A. Political Science

Florida Coastal School of Law - Jacksonville, FL Aug. 2012 to May 2015 Juris Doctorate

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No
If yes, which Board or Committee? _____

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

Young Professionals Group of Flagler County; Flagler County Bar Association; St. Johns County Bar Association; St. Johns County Legal Aid; American Inns of Court - St. Augustine Chapter.

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

Since graduating law school and beginning to practice law, I am continually involved in real estate. In recent history, my job has required me to become capable of understanding and working with the City's Land Development Code and Code of Ordinances.

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

<u>Name of Business</u>	<u>Relationship to the Business</u>	<u>Business Relationship to Agency</u>

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

My talent and skills will assist the Board in interpreting the applicable codes by which all citizens of Palm Coast are required to abide by. When necessary and required, I can and will be an impartial decision maker and not an advocate.

What is your understanding of the relationship of this Board or Committee to the City Council?

The Board will determine whether or not a code violation exists. If a code violation exists, then, it is the Board's job to impose the appropriate corrective remedy. The Board is a specially appointed arm of the City Council as the authority to enforce the City's Code is specifically reserved to City council. All appeals are to be made to the Circuit Court in and for Flagler County, Florida.

7. REFERENCES – Please list three references (business and/or personal)

Michael D. Chiumento, 145 City Place, Suite 301, Palm Coast, FL 32164 386-445-8900
Name, Address & Telephone Number

Ronald A. Hertel, 145 City Place, Suite 301, Palm Coast, FL 32164 386-445-8900
Name, Address & Telephone Number

Diane A. Vidal, 145 City Place, Suite 301, Palm Coast, FL 32164 386-445-8900
Name, Address & Telephone Number

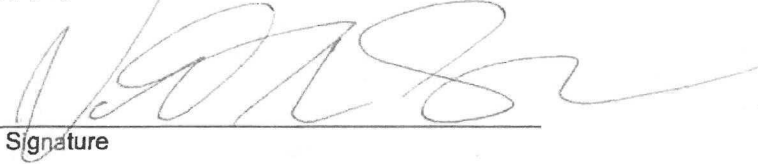
8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement? Yes No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.



Signature

10/25/2019
Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO: City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: 386-986-3713
FAX: 386-986-3714
EMAIL: CityClerk@palmcoastgov.com
WEBSITE: www.palmcoastgov.com

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SUNSHINE LAW: The primary purpose of Government in the Sunshine Law is to assure public access to the decision-making processes of public boards and commissions. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and commissions.

Should you not be selected at this time, your application will be kept on file for consideration for six (6) months. Should you wish to be considered for another board, committee, or task force during that time, you must contact the City Clerk's Office and request reconsideration.

VINCENT SULLIVAN

36 BANNER LANE
PALM COAST, FLORIDA 32137
(386)-931-6308
VSULLIVAN@ALUMNI.FLAGLER.EDU

EDUCATION

FLORIDA COASTAL SCHOOL OF LAW, Jacksonville, Florida

Juris Doctor, May 2015

Class Rank: Top 25%

Honors: Dean's List, Fall 2013

Book Award Civil Motion Practice, Spring 2015

Book Award Public Speaking for Lawyers, Spring 2015

Dean's Scholar, Spring 2015

FLAGLER COLLEGE, St. Augustine, Florida

Bachelor of Arts in Political Science, Minor Pre-Law, April 2012

ADMISSION AND ASSOCIATION

THE FLORIDA BAR

September 2015

ST. JOHNS COUNTY BAR ASSOCIATION

December 2015

FLAGLER COUNTY BAR ASSOCIATION

January 2018

YOUNG PROFESSIONALS GROUP OF FLAGLER COUNTY – DIRECTOR

August 2018

LEGAL EXPERIENCE

CHIUMENTO DWYER HERTEL GRANT, P.L., Palm Coast, Florida

December 2017 – Present

Associate Attorney

- Draft operative pleadings, related motions, and appellate briefs
- Draft motions for summary judgment, discovery, and proposed orders
- Assist in development of case theory and strategy for trial
- Conduct hearings and mediations
- Handle governmental re-zoning, code enforcement, and future land use matters

RUSTY LAW, LLC, St. Augustine, Florida

August 2015 – December 2017

Associate Attorney

- Develop case theory and legal arguments
- Draft complaints, motions, discovery requests and proposed orders
- Attend and conduct hearings on drafted motions and conduct mediations
- Co-Counsel at trial and appellate level in civil cases
- Draft and execute real estate transactional documents

ERIC C. ROBERSON P.A., Jacksonville, Florida

May 2014 - May 2015

Law Clerk

- Performed initial client intake and document gathering.
- Drafted various motions, including: motion to stay discovery, motion to disqualify counsel, motions to dismiss, and motions to compel.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 11/5/2019

Department Item Key	FINANCIAL SERVICES	Amount Account
Subject	PRESENTATION SEPTEMBER 2019 EMERGENCY PURCHASES	
Background :	The Director of Financial Services will provide the list of emergency purchases made during September 2019.	
Recommended Action :	For presentation.	

Entry Date	Requisition #	Total Amount	Vendor	Description	Department	Field Name	Field Value
9/5/2019	2079	\$15,000.00	SE CLINE CONSTRUCTION, INC	Sand for sandbags	PUBLIC WORKS	EMERGENCY	DISASTER
9/5/2019	2082	\$13,000.00	L&M BAG & SUPPLY CO., INC.	72,000 sandbags- Hurricane Dorian prep	PUBLIC WORKS	EMERGENCY	DISASTER
9/13/2019	2125	\$3,125.00	HARRINGTON AIR LLC	AC UNIT IN OLD GENERATOR BUILDING	WASTEWATER TREATMENT - UTILITY	EMERGENCY	PH
9/24/2019	2172	\$3,772.50	GS EQUIPMENT, INC.	PW Fleet- Repairs to asset #1709	FLEET MANAGEMENT	EMERGENCY	PH
9/27/2019	2196	\$19,500.00	CONNECT CONSULTING, INC	Pump repairs	WATER QUALITY	EMERGENCY	PH

City of Palm Coast, Florida Agenda Item

Agenda Date :11/05/2019

Department CITY CLERK Item Key 7338	Amount Account #
Subject CALENDAR/WORKSHEET	
Background :	
Recommended Action :	



Meeting Calendar for 11/6/2019 through 11/30/2019

11/6/2019 10:00 AM

Code Enforcement Board
City Hall

11/12/2019 9:00 AM

City Council Workshop
City Hall

11/15/2019 8:30 AM

Volunteer Firefighters' Pension Board
Fire Station #25

11/19/2019 9:00 AM

City Council
City Hall

11/20/2019 5:30 PM

Planning & Land Development Regulation Board
City Hall

11/26/2019 9:00 AM

City Council Workshop
City Hall

		Workshop 11/12/2019	
1	Resolution	Emergency Supploy of Replacement PEP Pumps	Adams/Ashburn
2	Resolution	Hydrotech Discfilter Capacity Updgrades at WTP1	Adams/Ashburn
3	Resolution	Work Order with Connect Consultng - Rehab Water Supply-Well SW-83	Adams/Roussell
4	Resolution	Piggyback City of Tuscon/WW Grainger	Adams/Roussell
5	Resolution	Work Order with DRMP for E Section Conservation Easements	Cote/Morales
6	Resolution	Piggyback for Ditch Conveyance Improvements	Cote/Morales
7	Resolution	Techbeach Hackathon	Kewley
8	Resolution	Stop loss/Health Insurance	Streichsbier
		Business 11/19/2019	
1	Resolution	Emergency Supploy of Replacement PEP Pumps	Adams/Ashburn
2	Resolution	Hydrotech Discfilter Capacity Updgrades at WTP1	Adams/Ashburn
3	Resolution	Work Order with Connect Consultng - Rehab Water Supply-Well SW-83	Adams/Roussell
4	Resolution	Piggyback City of Tuscon/WW Grainger	Adams/Roussell
5	Ordinance 2nd	Through Truck Ordinance	Cote/Grunewald
6	Resolution	Work Order with DRMP for E Section Conservation Easements	Cote/Morales
7	Resolution	Piggyback for Ditch Conveyance Improvements	Cote/Morales
8	Ordinance 2nd	Oare MPD Amendment	Papa
9	Resolution	Stop loss/Health Insurance	Streichsbier
10	Resolution	Techbeach Hackathon	Kewley
11	Presentation	Cell Tower updates	Kewley
12	Resolution	Lease Agreement Diamond Frieda Zamba Pool	Kewley/Eldredge
		Workshop 11/26/2019	
1	Resolution	Golf/Marina	DeLorenzo
		Business 12/03/2019	
1	Resolution	Golf/Marina	DeLorenzo
2	Ordinance 1st	Golf/Marina	DeLorenzo
		Workshop 12/10/2019	
		Business 12/17/2019	
1	Presentation	Flagler Schools-Innovation Project Awards	Kewley
2	Ordinance 2nd	Golf/Marina	DeLorenzo
		Workshop 12/31/2019	
		Business 01/07/2020	
1	Proclamation	20 year celebration	Schottey

			Future	
1	Resolution	Annual Fire Inspection Fees		Alves
2	Presentation	Security Assessment Review		Akins
3	Presentation	Finance Awards		Alves
4	Resolution	Pine Lakes Pkwy Forcemain and Lift Station Improvements		Blake/Kronenberg
5	Resolution	Equip 3 Wells and Raw Water Main, PH 3		Blake/Kronenberg
6	Resolution	Advent Health Design Svc. Agreement OKR Ext.		Cote
7	Ordinance 2nd	Through Truck Traffic		Cote/Grunewald
8	Resolution	IA FC Service Agreement		Forte/Berryhill
9	Resolution	IA FC Lease Program radios and service agreement		Forte/Berryhill
10	Presentation	Fire Impact Fee and Fire 10 yr plan		Forte/Clark/Cote
11	Ordinance 1st	Animal Control amendment		Grossman
12	Ordinance	LDC Architectural Chapter 13		Hoover/Dawson
13	Resolution	WAWA - ROW lease - PC Parkway		Hoover
14	Resolution	WAWA - Bulldog		Hoover
15	Resolution	Sawmill Creek Phase I - Final Plat		Hoover
16	Resolution	Palm Coast Storage -Technical Site Plan Tier 3		Hoover
17	Resolution	IA County for field usage		Johnston
19	Resolution	Project Price is Right Incentive Agreement		Kewley
20	Ordinance	Old Kings Road, South MPD		Papa
21	Resolution	Advent Health Impact Fee Agreement		Papa
22	Resolution	Grand Landings Phase IV-Final Plat		Ramirez
23	Presentation	2019 Workshop Meeting - LDC Signs Chapter 9		CDD