

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ROBERT BARNES

TINA-MARIE SCHULTZ

TONYA GORDON

BUNNELL CITY COMMISSION MEETING

Monday, August 23, 2021

**Join Zoom Meeting <http://bunnellcity.us/meeting> TO FOLLOW THE 6:00 PM
ENTERPRISE FY 21/22 BUDGET WORKSHOP
7:00 PM**

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

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

A.1. To Join the Zoom Meeting

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: National Recovery Month

B.2. Presentation: COVID Update and Information by the Flagler County Health Department

C. Consent Agenda:

C.1. Approval of Warrant

a. August 23, 2021 Warrant

C.2. Approval of Minutes

a. August 2, 2021 City Commission Workshop Minutes- FY21/22 Tentative General Fund Budget

b. August 9, 2021 Executive Strategy Session Meeting Minutes

c. August 9, 2021 City Commission Meeting Minutes

C.3. Request for Letter of Congratulations for the African American Cultural Society Inc.

C.4. Request to Approve Revised Contract # 36913 with St Johns River Water Management District (SJRWMD) FY2022 Rural Economic Development Initiative

(REDI) Communities Cost-Share Grant

D. Public Comments:

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

E. Ordinances: (Legislative):

- E.1.** Ordinance 2021-21 Requesting to change the Comprehensive Plan for the Future Land Use Designation of Approximately 10 Acres, owned by the Church of God Elected, bearing Parcel ID: 15-12-30-0650-000D0-0230 from City of Bunnell Single Family - Low Density to City of Bunnell Commercial Medium. - Second Reading
- E.2.** Ordinance 2021-22 Requesting to Change the Zoning Designation of Approximately 10 Acres, owned by Church of God Elected Bearing Parcel ID: 15-12-30-0650-000D0-0230 from Undesignated to City of Bunnell B-1, Business District. - Second Reading
- E.3.** Ordinance 2021-19: Amending the Bunnell Code of Ordinance Section 2-126 - CDBG Purchasing Policy. – First Reading

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

- H.1.** Interlocal Agreement for Use of the Government Services Building Chambers for Public Meetings and Ground Space for the City Police Department Under Emergency Conditions.
- H.2.** Fiber Optic Internet Access at Water Plant
- H.3.** Discussion on City Manager Annual Evaluation for period of October 2020 to September 2021.

I. Reports:

- **City Clerk**
- **City Attorney**
- **City Manager**

City Manager Report- July 2021

- **Mayor and City Commissioners**

J. Call for Adjournment.

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

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

may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 at least 48 hours prior to the meeting date.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on August 16, 2021



City of Bunnell, Florida

Agenda Item No. A.1.

Document Date: 8/2/2021 Amount:
Department: City Clerk Account #:
Subject: To Join the Zoom Meeting
Agenda Section: Call Meeting to Order and Pledge Allegiance to the Flag

Summary/Highlights:

The City is committed to providing opportunities for all citizens to participate in their local government. Therefore, the City is continuing to offer Zoom as a means to participate in City public meetings.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 x 5 at least 2 business days prior to the meeting date.

Background:

Join Zoom Meeting <http://bunnellcity.us/meeting>
Meeting ID: 944 464 2817

Or from the Zoom Mobile App
<https://us02web.zoom.us/j/9444642817>

Or dial by phone for AUDIO ONLY:
+1 253 215 8782 US
+1 301 715 8592 US
Meeting ID: 944 464 2817

Prior to the start of the meeting please make sure you have silenced/muted **all** cell phones or noise-making devices, such as tvs, radios other media devices, faucets, etc., as they can be heard through the meeting audio.

Those in the audience/public have the opportunity to speak during "D. Public Comments," for items not on the agenda, or when the Mayor opens each agenda item to Public Comments.

To participate during Public Comments, those participating virtually, shall:

1. Click the "Raise Hand" button on the bottom of the Zoom Meeting Screen and wait to be recognized by the Mayor.

2. If participating by telephone (AUDIO) only, unmute your line by pressing *6, request to speak by saying "Madame Mayor" then wait to be recognized by the Mayor to continue.

Each person recognized to speak by the Mayor shall speak clearly and state their name and their address into the record before proceeding with their comments.

Public Comments are limited to 4 minutes. When 4 minutes is over "TIME" will be announced.

Written comments regarding items that appear on the agenda can be submitted to the City Clerk's office either by dropping written comments into the payment box located at the Administration Complex, by mail at PO Box 756, Bunnell, FL 32110, by fax at 386-437-8253 or by e-mail at info@bunnellcity.us by **12:00 PM (noon) Friday, August 20, 2021**. Comments will be read into the record or provided to all Commissioners prior to the start of the meeting.

Draft Minutes of this meeting will be available subsequent to the meeting.

The public is advised to check the City website for up-to-date information on any changes to the manner in which the meeting will be held and the location.

Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:



Proclamation

***WHEREAS**, each September, the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration sponsors National Recovery Month; and*

***WHEREAS**, the 2021 National Recovery Month theme “Recovery is for EVERYONE: Every person, Every family, Every Community” explores how integrated care, a strong community, sense of purpose, and leadership contributes to effective treatments that sustain the recovery of individuals experiencing substance use disorder; and*

***WHEREAS**, substance use disorder is preventable, treatment is effective, and people can recover; and*

***WHEREAS**, to help more people with lived experience achieve and sustain recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), and Flagler Opens Arms Recovery Services invite all residents of Bunnell to participate in National Recovery Month; and*

***WHEREAS**, relatives and friends of individuals with substance use disorders can implement preventive measures, recognize the signs of problems and guide those in need to appropriate treatment and recovery support services; and*

***WHEREAS**, the Substance Abuse and Mental Health Services Administration encourages residents to participate in National Recovery Month to learn more about how to help people achieve and sustain long-term recovery; and*

***WHEREAS**, Recovery Month celebrates the gain made by those living in recovery.*

***NOW, THEREFORE**, I, Catherine D. Robinson as Mayor of the City of Bunnell, do hereby acknowledge September 2021 as “National Recovery Month” and encourage all citizens to learn more about services in the community to support those living in recovery and the services available for family members who support those living in recovery.*

Adopted this 13th day of September 2021

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



City of Bunnell, Florida

ATTACHMENTS:

Description

Warrant 08-23-2021

Type

Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT07326 - 08.23.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Advance Stores Company, Incorporated					
	08/03/2021	Advance Stores Company, In	Oil Filter	001-0572-572.4620	3.14
			Vendor Advance Stores Company, Incorporated Total:		3.14
Vendor: Advanced Environmental Laboratories, Inc.					
	07/31/2021	Advanced Environmental Lab	Water Testing July 2021	404-0535-535.3400	1,562.30
			Vendor Advanced Environmental Laboratories, Inc. Total:		1,562.30
Vendor: Axon Enterprise Inc					
	08/03/2021	Axon Enterprise Inc	Basic License & Dynamic Bun	001-0521-521.5264	1,283.99
			Vendor Axon Enterprise Inc Total:		1,283.99
Vendor: Bunnell Auto Supply, Inc.					
	07/22/2021	Bunnell Auto Supply, Inc.	Dual Line Hose	001-0549-549.5200	93.99
	07/22/2021	Bunnell Auto Supply, Inc.	FP OxyFuel	001-0549-549.5200	139.99
	07/30/2021	Bunnell Auto Supply, Inc.	Belt for Gator	401-0533-533.4640	60.29
	08/10/2021	Bunnell Auto Supply, Inc.	Quality Htr Hose/ Hose Clam	001-0541-541.4640	9.14
	08/10/2021	Bunnell Auto Supply, Inc.	HD 50 50 AF 1 Gal	001-0541-541.4640	19.77
	08/11/2021	Bunnell Auto Supply, Inc.	Qwikfit Comp Ftg MI	402-0534-534.4620	39.98
	08/13/2021	Bunnell Auto Supply, Inc.	Rectangular Reflector	402-0534-534.4620	8.10
	08/03/2021	Bunnell Auto Supply, Inc.	Relays	402-0534-534.4620	32.62
	08/03/2021	Bunnell Auto Supply, Inc.	Diesel Fuel Additive	001-0541-541.4640	19.90
	08/09/2021	Bunnell Auto Supply, Inc.	Relay	402-0534-534.4620	26.99
			Vendor Bunnell Auto Supply, Inc. Total:		450.77
Vendor: Bunnell Business Center LLC					
	08/13/2021	Bunnell Business Center LLC	Ste 6 September 2021 Rent/	001-0519-519.4400	840.00
	08/13/2021	Bunnell Business Center LLC	Ste 4 September 2021 Rent/	001-0519-519.4400	840.00
			Vendor Bunnell Business Center LLC Total:		1,680.00
Vendor: Charlotte Tape					
	08/02/2021	Charlotte Tape	VLMCC Deposit Refund	001-2201000	125.00
			Vendor Charlotte Tape Total:		125.00
Vendor: Charter Communications Holdings LLC					
	07/27/2021	Charter Communications Hol	200 Tolman St 7/26/21-8/25	404-0535-535.4100	109.26
	07/31/2021	Charter Communications Hol	100 Utility Dr 7/28/21/-8/27	401-0533-533.4100	114.26
	08/02/2021	Charter Communications Hol	200 S Church St August 2021	001-0572-572.4100	118.98
			Vendor Charter Communications Holdings LLC Total:		342.50
Vendor: Cooksey & Associates, Inc					
	08/13/2021	Cooksey & Associates, Inc	2400 Commerce Pkwy Lot A	001-0519-519.3100	1,750.00
			Vendor Cooksey & Associates, Inc Total:		1,750.00
Vendor: DG Hardware, Inc.					
	06/30/2021	DG Hardware, Inc.	Drill Bit/Fasteners	001-0541-541.5200	76.36
	08/02/2021	DG Hardware, Inc.	Black Oxide Dlb(s)/Fastener	404-0535-535.6400	59.25
	08/03/2021	DG Hardware, Inc.	Cultivator Rake/Hoe	404-0535-535.5265	48.63
	08/05/2021	DG Hardware, Inc.	Sealer/Paint Roller/Goldstrip	001-0541-541.5200	38.54
			Vendor DG Hardware, Inc. Total:		222.78
Vendor: Dynometer					
	08/11/2021	Dynometer	Testing 9 Units	001-0521-521.4620	215.00
			Vendor Dynometer Total:		215.00
Vendor: Environmental Land Services of Flagler County, Inc					
	08/13/2021	Environmental Land Services	Solid Waste Dumping 8/6/21	402-0534-534.3400	3,754.95
	08/06/2021	Environmental Land Services	Solid Waste Dumping 7/31/2	402-0534-534.3400	3,437.13
			Vendor Environmental Land Services of Flagler County, Inc Total:		7,192.08

Expense Approval Register

Packet: APPKT07326 - 08.23.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Ferguson US Holdings, Inc					
	07/28/2021	Ferguson US Holdings, Inc	Parts for Meter Installation	401-0533-533.5205	866.58
			Vendor Ferguson US Holdings, Inc Total:		866.58
Vendor: First Amendment Foundation					
	06/01/2021	First Amendment Foundatio	2021 Gov't in Sunshine Man	001-0512-512.5400	59.85
			Vendor First Amendment Foundation Total:		59.85
Vendor: Flagler County Clerk of Courts					
	07/01/2021	Flagler County Clerk of Court	Clerk of Courts Recording Fe	001-0512-512.3300	343.50
			Vendor Flagler County Clerk of Courts Total:		343.50
Vendor: Flagler Humane Society					
	08/10/2021	Flagler Humane Society	Animal Intake/Control Serv	001-0562-562.3402	1,955.00
			Vendor Flagler Humane Society Total:		1,955.00
Vendor: Florida Association of City Clerks					
	08/01/2021	Florida Association of City Cl	FACC Membership Dues (8/1	001-0512-512.5400	75.00
			Vendor Florida Association of City Clerks Total:		75.00
Vendor: Florida Department of Revenue					
	08/04/2021	Florida Department of Reven	1/1/21-3/31/21 Claim - Lewi	402-0534-534.4900	338.96
			Vendor Florida Department of Revenue Total:		338.96
Vendor: GT Distributors					
	08/06/2021	GT Distributors	BW Duty/Nylon Liner Belts	001-0521-521.5200	73.64
			Vendor GT Distributors Total:		73.64
Vendor: Halifax Paving, Inc.					
	02/15/2021	Halifax Paving, Inc.	Asphalt/Bucket Tack	001-0541-541.5300	582.74
	03/31/2021	Halifax Paving, Inc.	Asphalt/Bucket Tack	401-0533-533.5205	104.20
	05/31/2021	Halifax Paving, Inc.	Asphalt/Tack	001-0541-541.6300	395.00
	05/31/2021	Halifax Paving, Inc.	Asphalt/Tack	401-0533-533.5205	267.82
			Vendor Halifax Paving, Inc. Total:		1,349.76
Vendor: Harris Culvert Co.					
	01/26/2021	Harris Culvert Co.	(2) 24" HDPE - Tee	001-0541-541.6300	900.00
	03/03/2021	Harris Culvert Co.	(6) 24' HDPE Coupler	001-0541-541.6300	300.00
			Vendor Harris Culvert Co. Total:		1,200.00
Vendor: Hawkins Inc					
	07/30/2021	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	744.00
	07/31/2021	Hawkins Inc	WTP Chemicals	401-0533-533.5205	810.00
			Vendor Hawkins Inc Total:		1,554.00
Vendor: ICMA Retirement Corporation					
	07/13/2021	ICMA Retirement Corporatio	Annual Plan Fee 7/1/21-9/30	001-0513-513.4900	250.00
			Vendor ICMA Retirement Corporation Total:		250.00
Vendor: Joreb Inc					
	07/30/2021	Joreb Inc	Belt w/ Sleeve	001-0572-572.4640	120.37
			Vendor Joreb Inc Total:		120.37
Vendor: Kimberly Lacy-McClendon					
	08/06/2021	Kimberly Lacy-McClendon	VLMCC Deposit Refund	001-2201000	150.00
			Vendor Kimberly Lacy-McClendon Total:		150.00
Vendor: Lynch Oil Company					
	08/03/2021	Lynch Oil Company	Tank 1	001-0521-521.5210	61.75
	08/03/2021	Lynch Oil Company	Tank 1	001-0541-541.5210	45.66
	08/03/2021	Lynch Oil Company	Tank 1	001-0572-572.5210	45.94
	08/03/2021	Lynch Oil Company	Tank 1	401-0533-533.5210	56.66
	08/03/2021	Lynch Oil Company	Tank 1	404-0535-535.5210	83.75
	08/03/2021	Lynch Oil Company	Tank 2	001-0541-541.5215	415.01
	08/03/2021	Lynch Oil Company	Tank 2	001-0549-549.5210	22.89
	08/03/2021	Lynch Oil Company	Tank 2	401-0533-533.5210	102.78
			Vendor Lynch Oil Company Total:		834.44

Expense Approval Register

Packet: APPKT07326 - 08.23.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: MacData LLC					
	07/31/2021	MacData LLC	Background Check Lampiasi,	001-0521-521.4900	30.00
			Vendor MacData LLC Total:		30.00
Vendor: Michael Leo Dove					
	08/12/2021	Michael Leo Dove	Building Inspections 7/12/21	001-0524-524.3401	1,715.00
			Vendor Michael Leo Dove Total:		1,715.00
Vendor: MLG Municipal Services LLC					
	08/10/2021	MLG Municipal Services LLC	Building Official Monthly Pay	001-0524-524.3401	2,400.00
			Vendor MLG Municipal Services LLC Total:		2,400.00
Vendor: New Directions					
	08/02/2021	New Directions	Quarterly 08/21-10/21	001-0511-511.2300	32.44
	08/02/2021	New Directions	Quarterly 08/21-10/21	001-0512-512.2300	19.46
	08/02/2021	New Directions	Quarterly 08/21-10/21	001-0513-513.2300	34.39
	08/02/2021	New Directions	Quarterly 08/21-10/21	001-0516-516.2300	3.57
	08/02/2021	New Directions	Quarterly 08/21-10/21	001-0521-521.2300	97.32
	08/02/2021	New Directions	Quarterly 08/21-10/21	001-0524-524.2300	25.95
	08/02/2021	New Directions	Quarterly 08/21-10/21	001-0541-541.2300	35.04
	08/02/2021	New Directions	Quarterly 08/21-10/21	001-0549-549.2300	6.49
	08/02/2021	New Directions	Quarterly 08/21-10/21	001-0572-572.2300	25.95
	08/02/2021	New Directions	Quarterly 08/21-10/21	401-0533-533.2300	54.18
	08/02/2021	New Directions	Quarterly 08/21-10/21	402-0534-534.2300	26.28
	08/02/2021	New Directions	Quarterly 08/21-10/21	404-0535-535.2300	54.18
			Vendor New Directions Total:		415.25
Vendor: NextEra Energy Inc					
	07/30/2021	NextEra Energy Inc	02735-15254 July 2021	001-0519-519.4300	41.20
	07/30/2021	NextEra Energy Inc	06115-08987 July 2021	404-0535-535.4300	31.05
	07/30/2021	NextEra Energy Inc	47802-16398 July 2021	001-0519-519.4300	1,431.27
	07/30/2021	NextEra Energy Inc	50935-93118 July 2021	001-0519-519.4300	30.84
	07/30/2021	NextEra Energy Inc	51926-14112 July 2021	001-0519-519.4300	163.22
	07/30/2021	NextEra Energy Inc	56661-53118 July 2021	001-0519-519.4300	218.62
	07/30/2021	NextEra Energy Inc	16455-03937 July 2021	001-0541-541.4300	478.03
	07/30/2021	NextEra Energy Inc	16525-04919 July 2021	404-0535-535.4300	5,348.93
	07/30/2021	NextEra Energy Inc	16885-09957 July 2021	404-0535-535.4300	55.10
	07/30/2021	NextEra Energy Inc	27076-01973 July 2021	404-0535-535.4300	29.70
	07/30/2021	NextEra Energy Inc	08456-32520 July 2021	001-0519-519.4300	12.57
	07/30/2021	NextEra Energy Inc	27516-03917 July 2021	404-0535-535.4300	77.18
	08/02/2021	NextEra Energy Inc	37390-07957 July 2021	001-0541-541.4300	3,450.70
	08/02/2021	NextEra Energy Inc	37400-05982 July 2021	001-0541-541.4300	164.58
	08/03/2021	NextEra Energy Inc	47533-10046 July 2021	404-0535-535.4300	-12.39
	08/04/2021	NextEra Energy Inc	09445-94365 July 2021	404-0535-535.4300	15.02
	08/04/2021	NextEra Energy Inc	23515-07823 July 2021	401-0533-533.4300	13.09
	08/06/2021	NextEra Energy Inc	01235-95431 July 2021	001-0521-521.4300	10.38
	08/06/2021	NextEra Energy Inc	01408-42220 July 2021	404-0535-535.4300	60.36
	08/06/2021	NextEra Energy Inc	05365-06116 July 2021	404-0535-535.4300	18.99
	08/06/2021	NextEra Energy Inc	08857-07703 July 2021	401-0533-533.4300	3,781.07
	08/06/2021	NextEra Energy Inc	14322-90094 July 2021	001-0572-572.4300	32.00
	08/06/2021	NextEra Energy Inc	19639-02331 July 2021	001-0521-521.4300	10.38
	08/06/2021	NextEra Energy Inc	24515-76322 July 2021	001-0572-572.4300	18.89
	08/06/2021	NextEra Energy Inc	25840-57588 July 2021	001-0541-541.4300	11.65
	08/06/2021	NextEra Energy Inc	26391-00821 July 2021	404-0535-535.4300	26.40
	08/06/2021	NextEra Energy Inc	28635-95142 July 2021	001-0572-572.4300	119.67
	08/06/2021	NextEra Energy Inc	29732-82177 July 2021	001-0521-521.4300	10.38
	08/06/2021	NextEra Energy Inc	34080-03816 July 2021	404-0535-535.4300	121.65
	08/06/2021	NextEra Energy Inc	38244-16469 July 2021	404-0535-535.4300	404.02
	08/06/2021	NextEra Energy Inc	39472-13538 July 2021	404-0535-535.4300	23.52
	08/06/2021	NextEra Energy Inc	48483-68421 July 2021	001-0519-519.4300	256.07
	08/06/2021	NextEra Energy Inc	56811-06810 July 2021	001-0541-541.4300	163.63
	08/06/2021	NextEra Energy Inc	56821-04848 July 2021	001-0541-541.4300	23.58
	08/06/2021	NextEra Energy Inc	56831-02874 July 2021	001-0541-541.4300	70.73

Expense Approval Register

Packet: APPKT07326 - 08.23.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	08/06/2021	NextEra Energy Inc	59268-64496 July 2021	401-0533-533.4300	82.43
	08/06/2021	NextEra Energy Inc	60520-97182 July 2021	001-0521-521.4300	10.38
	08/06/2021	NextEra Energy Inc	66101-01831 July 2021	001-0572-572.4300	283.59
	08/06/2021	NextEra Energy Inc	66311-06884 July 2021	001-0541-541.4300	33.12
	08/06/2021	NextEra Energy Inc	67468-67586 July 2021	001-0541-541.4300	11.65
	08/06/2021	NextEra Energy Inc	68117-21478 July 2021	001-0521-521.4300	10.38
	08/06/2021	NextEra Energy Inc	76171-09884 July 2021	404-0535-535.4300	75.22
	08/06/2021	NextEra Energy Inc	79034-46115 July 2021	001-0521-521.4300	10.38
	08/06/2021	NextEra Energy Inc	82864-01883 July 2021	404-0535-535.4300	49.09
	08/06/2021	NextEra Energy Inc	99040-97517 July 2021	001-0519-519.4300	91.11
	08/06/2021	NextEra Energy Inc	93326-99348 July 2021	001-0521-521.4300	10.38
	08/06/2021	NextEra Energy Inc	95527-02467 July 2021	404-0535-535.4300	13.72
		Vendor NextEra Energy Inc	Total:		17,393.53
Vendor: Nextran					
	08/04/2021	Nextran	Relay	402-0534-534.4620	11.50
		Vendor Nextran Total:			11.50
Vendor: Nicholson A/C & Heating, Inc.					
	08/01/2021	Nicholson A/C & Heating, Inc	Ice Machine Lease August 20	001-0541-541.4400	130.00
		Vendor Nicholson A/C & Heating, Inc. Total:			130.00
Vendor: Office Depot Inc					
	07/28/2021	Office Depot Inc	HSM Securio AF150 13 Micro	001-0521-521.5100	1,677.99
		Vendor Office Depot Inc Total:			1,677.99
Vendor: Palatka Truck Center LLC					
	08/11/2021	Palatka Truck Center LLC	KT4711QBA201 Kit/Brake Dr	402-0534-534.4620	943.84
		Vendor Palatka Truck Center LLC Total:			943.84
Vendor: Rayco Funding & Development, Inc					
	08/02/2021	Rayco Funding & Developme	Dewatering Box Maintenanc	404-0535-535.3400	1,500.00
		Vendor Rayco Funding & Development, Inc	Total:		1,500.00
Vendor: Ring Power Corporation					
	07/29/2021	Ring Power Corporation	Bolt/Nut/Washer/Horn A/Ed	001-0541-541.4640	444.07
		Vendor Ring Power Corporation	Total:		444.07
Vendor: SHI International Corp					
	08/02/2021	SHI International Corp	Dell 1.2 TB HD for Backup St	001-0516-516.4600	297.78
		Vendor SHI International Corp	Total:		297.78
Vendor: Staples Inc					
	07/13/2021	Staples Inc	DX42108-01 Overage Rate 6/	001-0512-512.3400	81.87
	07/13/2021	Staples Inc	DX42108-01 Overage Rate 6/	001-0513-513.3400	21.18
	07/13/2021	Staples Inc	DX42108-01 Overage Rate 6/	001-0521-521.3400	76.71
	07/13/2021	Staples Inc	DX42108-01 Overage Rate 6/	001-0524-524.3400	48.16
	08/02/2021	Staples Inc	DX54548-01 Overage Chrg 5/	001-0541-541.3400	31.09
	08/02/2021	Staples Inc	DX54548-01 Base Rate 8/5/2	001-0541-541.3400	14.17
	08/02/2021	Staples Inc	DX54548-01 Base Rate 8/5/2	401-0533-533.3401	14.17
	08/02/2021	Staples Inc	DX54548-01 Overage Chrg 5/	401-0533-533.3401	31.09
	08/02/2021	Staples Inc	DX54548-01 Overage Chrg 5/	404-0535-535.3400	31.09
	08/02/2021	Staples Inc	DX54548-01 Base Rate 8/5/2	404-0535-535.3400	14.16
		Vendor Staples Inc Total:			363.69
Vendor: Staples, Inc					
	07/27/2021	Staples, Inc	Scissors/Tape/Paper/Pens/F	001-0524-524.5100	88.65
	07/30/2021	Staples, Inc	Binders/Dividers/Envelopes	001-0512-512.5100	130.18
	07/07/2021	Staples, Inc	Note Pads	001-0512-512.5100	8.11
	07/07/2021	Staples, Inc	Ink Cartridges/Envelopes/La	001-0512-512.5100	88.91
	08/13/2021	Staples, Inc	Business Cards/Folders/Bins/	001-0524-524.5100	186.58
	08/04/2021	Staples, Inc	Office Supplies	001-0513-513.5100	153.43
		Vendor Staples, Inc Total:			655.86
Vendor: Sun Country Termite & Pest Control					
	08/11/2021	Sun Country Termite & Pest	604 E Moody Blvd Ste 6 8/11	001-0519-519.3401	25.00
	08/04/2021	Sun Country Termite & Pest	100 Utility Dr 7/12/21	401-0533-533.3401	30.00

Expense Approval Register

Packet: APPKT07326 - 08.23.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	08/04/2021	Sun Country Termite & Pest	200 Tolman St 7/12/21	001-0541-541.3400	30.00
	08/04/2021	Sun Country Termite & Pest	405 E Drain St 7/6/21	001-0572-572.3400	30.00
	08/04/2021	Sun Country Termite & Pest	200 S Church St 7/12/21	001-0572-572.3400	37.00
	08/04/2021	Sun Country Termite & Pest	201 W Moody Blvd 7/12/21	001-0519-519.3401	150.00
	08/04/2021	Sun Country Termite & Pest	300 Citrus St 7/6/21	001-0572-572.3400	40.00
	08/04/2021	Sun Country Termite & Pest	401 E Court St 7/6/21	001-0572-572.3400	75.00
	08/04/2021	Sun Country Termite & Pest	Carver Football Field 7/6/21	001-0572-572.3400	75.00
	08/04/2021	Sun Country Termite & Pest	Heritage Park 7/6/21	001-0572-572.3400	25.00
	08/04/2021	Sun Country Termite & Pest	Jackson Park 7/6/21	001-0572-572.3400	30.00
	08/04/2021	Sun Country Termite & Pest	300 Tolman St 7/12/21	404-0535-535.3400	40.00
	08/05/2021	Sun Country Termite & Pest	Coquina Building 8/5/21	001-0572-572.3400	37.00
	08/05/2021	Sun Country Termite & Pest	201 W Moody Blvd 8/5/21	001-0519-519.3401	150.00
Vendor Sun Country Termite & Pest Control Total:					774.00
Vendor: Sunshine State One Call of Florida, Inc					
	08/13/2021	Sunshine State One Call of FI	Monthly Assessment Billing J	401-0533-533.3401	42.27
	08/13/2021	Sunshine State One Call of FI	Monthly Assessment Billing J	404-0535-535.3400	42.27
Vendor Sunshine State One Call of Florida, Inc Total:					84.54
Vendor: Sunstate Meter & Supply Inc					
	06/14/2021	Sunstate Meter & Supply Inc	Single Meter Boxes	401-0533-533.5264	245.64
	06/14/2021	Sunstate Meter & Supply Inc	Single Meter Boxes	404-0535-535.5264	245.64
Vendor Sunstate Meter & Supply Inc Total:					491.28
Vendor: Suzanne Johnston, Flagler County Tax Collector					
	07/22/2021	Suzanne Johnston, Flagler Co	Postage for 2020 Tax Bills	001-0513-513.4200	204.30
Vendor Suzanne Johnston, Flagler County Tax Collector Total:					204.30
Vendor: Tara A. Fisher					
	08/11/2021	Tara A. Fisher	Follow-Up Repair/Call Admin	001-0519-519.4610	151.00
	08/06/2021	Tara A. Fisher	Low Voltage fix Commission	001-0519-519.4610	318.00
	08/06/2021	Tara A. Fisher	Coquina Hall Repair	001-0572-572.4610	177.00
	08/09/2021	Tara A. Fisher	HVAC Emergency Call Out - 2	001-0519-519.4610	167.00
Vendor Tara A. Fisher Total:					813.00
Vendor: The Pitney Bowes Bank Inc					
	08/04/2021	The Pitney Bowes Bank Inc	Postage Meter Refill: 7/11-8/	001-0512-512.4200	6.63
	08/04/2021	The Pitney Bowes Bank Inc	Postage Meter Refill: 7/11-8/	001-0513-513.4200	27.30
	08/04/2021	The Pitney Bowes Bank Inc	Postage Meter Refill: 7/11-8/	001-0513-513.4900	15.20
	08/04/2021	The Pitney Bowes Bank Inc	Postage Meter Refill: 7/11-8/	001-0521-521.4200	64.68
	08/04/2021	The Pitney Bowes Bank Inc	Postage Meter Refill: 7/11-8/	001-0524-524.4200	42.47
	08/04/2021	The Pitney Bowes Bank Inc	Postage Meter Refill: 7/11-8/	401-0533-533.4200	76.76
	08/04/2021	The Pitney Bowes Bank Inc	Postage Meter Refill: 7/11-8/	402-0534-534.4200	71.85
	08/04/2021	The Pitney Bowes Bank Inc	Postage Meter Refill: 7/11-8/	404-0535-535.4200	76.75
Vendor The Pitney Bowes Bank Inc Total:					381.64
Vendor: UniFirst Corporation					
	08/04/2021	UniFirst Corporation	Uniform Rental/Mops & Mat	001-0541-541.5220	28.01
	08/04/2021	UniFirst Corporation	Uniform Rental/Mops & Mat	001-0549-549.5220	12.31
	08/04/2021	UniFirst Corporation	Uniform Rental/Mops & Mat	001-0572-572.5200	16.08
	08/04/2021	UniFirst Corporation	Uniform Rental/Mops & Mat	001-0572-572.5220	22.55
	08/04/2021	UniFirst Corporation	Uniform Rental/Mops & Mat	401-0533-533.5220	12.92
	08/04/2021	UniFirst Corporation	Uniform Rental/Mops & Mat	402-0534-534.5220	17.33
	08/04/2021	UniFirst Corporation	Uniform Rental/Mops & Mat	404-0535-535.5220	15.86
Vendor UniFirst Corporation Total:					125.06
Vendor: Verizon Connect Telo Inc.					
	08/01/2021	Verizon Connect Telo Inc.	Gov't Fleet/Video Camera Su	402-0534-534.4100	152.40
Vendor Verizon Connect Telo Inc. Total:					152.40
Vendor: Vose Law Firm, LLP					
	08/02/2021	Vose Law Firm, LLP	July 2021 Legal Fees	001-0514-514.3102	7,000.00
	08/02/2021	Vose Law Firm, LLP	July 2021 Legal Fees	001-0524-524.3102	500.00
Vendor Vose Law Firm, LLP Total:					7,500.00

Expense Approval Register

Packet: APPKT07326 - 08.23.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Wells Fargo Financial Leasing, Inc					
	07/28/2021	Wells Fargo Financial Leasing	450-0047920-000 8/13/21-9	001-0541-541.4400	37.65
	07/28/2021	Wells Fargo Financial Leasing	450-0047920-000 8/13/21-9	401-0533-533.4400	37.66
	07/28/2021	Wells Fargo Financial Leasing	450-0047920-000 8/13/21-9	404-0535-535.4400	37.66
Vendor Wells Fargo Financial Leasing, Inc Total:					112.97
Vendor: WEX Bank					
	07/31/2021	WEX Bank	Fuel Charges July 2021	001-0521-521.5210	3,596.10
	07/31/2021	WEX Bank	Fuel Charges July 2021	001-0541-541.5210	578.31
	07/31/2021	WEX Bank	Fuel Charges July 2021	001-0572-572.5210	547.79
	07/31/2021	WEX Bank	Fuel Charges July 2021	401-0533-533.5210	740.80
	07/31/2021	WEX Bank	Fuel Charges July 2021	402-0534-534.5210	3,374.33
	07/31/2021	WEX Bank	Fuel Charges July 2021	404-0535-535.5210	626.81
Vendor WEX Bank Total:					9,464.14
Grand Total:					72,080.50

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	40,670.40
401 - WATER	7,544.67
402 - SOLID WASTE	12,236.26
404 - SEWER	11,629.17
Grand Total:	72,080.50

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.2300	Medical/Dental/Life Exp.	32.44
001-0512-512.2300	Medical / Life Ins Exp - E	19.46
001-0512-512.3300	Recording Fees	343.50
001-0512-512.3400	Other Contracted Servic	81.87
001-0512-512.4200	Postage	6.63
001-0512-512.5100	Office Supplies Expenses	227.20
001-0512-512.5400	Memberships, Publicatio	134.85
001-0513-513.2300	Medical / Life Ins Exp - E	34.39
001-0513-513.3400	Other Contract Services	21.18
001-0513-513.4200	Postage	231.60
001-0513-513.4900	Other Current Chgs - Ad	265.20
001-0513-513.5100	Office Supplies Expense	153.43
001-0514-514.3102	Legal Services	7,000.00
001-0516-516.2300	Medical/Life Ins Exp	3.57
001-0516-516.4600	Repair/Maint Serv	297.78
001-0519-519.3100	Professional Services	1,750.00
001-0519-519.3401	Other Contractual Servic	325.00
001-0519-519.4300	Utilities	2,244.90
001-0519-519.4400	Rental/Lease	1,680.00
001-0519-519.4610	Repairs & Maint. - Buildi	636.00
001-0521-521.2300	Medical / Life Ins Exp - E	97.32
001-0521-521.3400	Other Contract Services	76.71
001-0521-521.4200	Postage	64.68
001-0521-521.4300	Utility - Public Services	72.66
001-0521-521.4620	Repair / Maint - Vehicles	215.00
001-0521-521.4900	Other Current Chgs & O	30.00
001-0521-521.5100	Office Supplies Expenses	1,677.99
001-0521-521.5200	Operating Supplies	73.64
001-0521-521.5210	Fuel	3,657.85
001-0521-521.5264	Small Equipment Purcha	1,283.99
001-0524-524.2300	Medical / Life Ins Exp - E	25.95
001-0524-524.3102	Legal Services	500.00
001-0524-524.3400	Other Contract Services	48.16
001-0524-524.3401	Bldg / Fire Inspection Ex	4,115.00
001-0524-524.4200	Postage	42.47
001-0524-524.5100	Office Supplies Expenses	275.23
001-0541-541.2300	Medical / Life Ins Exp - E	35.04
001-0541-541.3400	Other Contract Services	75.26
001-0541-541.4300	Utility - Public Services	4,407.67
001-0541-541.4400	Rental / Lease Expense	167.65
001-0541-541.4640	Equipment Repair & Mai	492.88
001-0541-541.5200	Operating Supplies	114.90
001-0541-541.5210	Fuel	623.97
001-0541-541.5215	Fuel - Off Road Diesel	415.01
001-0541-541.5220	Uniforms Exp	28.01
001-0541-541.5300	Road Repair Local Optio	582.74
001-0541-541.6300	Improvements - Other T	1,595.00
001-0549-549.2300	Medical/Life Ins Exp	6.49
001-0549-549.5200	Operating Supplies	233.98
001-0549-549.5210	Fuel	22.89
001-0549-549.5220	Uniforms	12.31

Account Summary

Account Number	Account Name	Expense Amount
001-0562-562.3402	Humane Society Contrac	1,955.00
001-0572-572.2300	Medical / Life Ins Exp - E	25.95
001-0572-572.3400	Other Contract Services	349.00
001-0572-572.4100	Communications Expens	118.98
001-0572-572.4300	Utility - Public Services	454.15
001-0572-572.4610	Repair / Maint - Bldgs	177.00
001-0572-572.4620	Repair / Maint - Vehicles	3.14
001-0572-572.4640	Repair/Maint - Equipme	120.37
001-0572-572.5200	Operating Supplies	16.08
001-0572-572.5210	Fuel	593.73
001-0572-572.5220	Uniforms Exp	22.55
001-2201000	Deposits Paybl - CtyHall/	275.00
401-0533-533.2300	Medical / Life Ins Exp - E	54.18
401-0533-533.3401	Other Contract Services	117.53
401-0533-533.4100	Communications Expens	114.26
401-0533-533.4200	Postage	76.76
401-0533-533.4300	Utility - Public Services	3,876.59
401-0533-533.4400	Rental / Lease Expense	37.66
401-0533-533.4640	Repair / Maint - Equipm	60.29
401-0533-533.5205	Operating Supplies Exp -	2,048.60
401-0533-533.5210	Fuel	900.24
401-0533-533.5220	Uniforms Exp	12.92
401-0533-533.5264	Small Equipment Purcha	245.64
402-0534-534.2300	Medical/Dental Insuranc	26.28
402-0534-534.3400	Other Contract Services	7,192.08
402-0534-534.4100	Communications - Solid	152.40
402-0534-534.4200	Postage - Solid Waste	71.85
402-0534-534.4620	Repair/Maint Vehicles -	1,063.03
402-0534-534.4900	Other Current Charges -	338.96
402-0534-534.5210	Fuel	3,374.33
402-0534-534.5220	Uniforms - Solid Waste	17.33
404-0535-535.2300	Medical/Life	54.18
404-0535-535.3400	Other Contractual Servic	3,189.82
404-0535-535.4100	Communications	109.26
404-0535-535.4200	Postage	76.75
404-0535-535.4300	Utilities	6,337.56
404-0535-535.4400	Rentals/Leases	37.66
404-0535-535.5200	Operating Supplies	744.00
404-0535-535.5210	Fuel	710.56
404-0535-535.5220	Uniforms	15.86
404-0535-535.5264	Small Equipment	245.64
404-0535-535.5265	Tools	48.63
404-0535-535.6400	Equipment > \$5,000	59.25
Grand Total:		72,080.50

Project Account Summary

Project Account Key	Expense Amount
None	70,485.50
2021 N Peach Culvert	1,595.00
Grand Total:	72,080.50



City of Bunnell, FL

Receipt Register - Abridged

POPKT07198 - 08.23.2021 Warrant

Vendor						Vendor Amount
Purchase Order	Invoice	Bank Code	Post Date	Description:	Account	Item Amount
00544 - SHI International Corp						9,865.33
COB-10465-2021	B13847534	APBank	07/29/2021	Replacement Laptops Remote Support SW	001-0516-516.5264 - Small Equipment	8,851.76
COB-10488-2021	B13833138	APBank	07/27/2021	604 E. Moody Suite 4 - Network Equipment	001-0519-519.5264 - Small Equipment	225.00
	B13847167	APBank	07/29/2021	604 E. Moody Suite 4 - Network Equipment	001-0519-519.5264 - Small Equipment	788.57
Report Total:						9,865.33



City of Bunnell, Florida

ATTACHMENTS:

Description

Proposed Minutes

Type

Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

BOB BARNES

TINA-MARIE SCHULTZ

Crossroads of Flagler County

BUNNELL CITY COMMISSION WORKSHOP MINUTES

Monday, August 2, 2021

Join Zoom Meeting <http://bunnellcity.us/meeting>

6:00 PM

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

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

Mayor Robinson called the meeting to order at 6:00 PM.

B. Roll Call

Roll Call (Present): Mayor Catherine D. Robinson; Vice Mayor Rogers; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; City Manager Alvin Jackson; Finance Director Shanea Stankiewicz; Police Chief Tom Foster; Infrastructure Director Dustin Vost, IT Director Donnie Wines; City Clerk Kristen Bates; Deputy Clerk Bridgitte Gunnells

Via Zoom: Commissioner Bob Barnes

It was determined there was a quorum physically present at the meeting.

Commissioner Barnes requested to participate in the meeting telephonically due to extraordinary circumstance.

Motion: Allow Commissioner Barnes to participate telephonically due to extraordinary circumstances.

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Roll Call Vote:

Commissioner Gordon – Yea

Commissioner Schultz - Yea

Vice Mayor Rogers - Yea

Mayor Robinson – Yea

Vote: Motion carried unanimously

C. Presentation

C.1. Presentation of FY 21/22 General Fund Tentative Budget and Discussion

City Manager Alvin Jackson opened up the discussion on the proposed FY 2021/2022 General Fund budget. He praised all directors for the time and effort that went into the preparation of the proposed budget; he stated “hats off” to Finance Director Stankiewicz and all the Department Directors for putting together a balanced budget focused on the City needs.

Finance Director Shanea Stankiewicz explained tonight’s workshop focuses on the General Fund only. She provided an overview of the City’s different fund accounts, the framework for the

budget, general fund revenues, millage rate history, revenues and major changes to revenue, expenditures, and major changes to expenditures.

There was discussion about Impact Fees. Vice Mayor Rogers asked how the fees were divided between the Police Department, Parks and Recreation, and Transportation. Staff explained when the rates were set it was done using the required study. The rates were adopted by the Commission and the City started collecting these fees in November. The funds can be used for capital projects that expand these services due to new growth. Vice Mayor asked if the Police Impact fees could be used for license plate readers. Staff stated it is not a growth-related project and would not fit the statutory requirements; however, staff will check with Legal. The Police Department Impact Fees could be used to help pay for the Police Department occupied portion of a new Administration Complex.

Mayor Robinson asked how close the CRA was to breaking even. Finance Director Stankiewicz provided the numbers, advised the values are increasing each year and stated it was getting close so that maybe in the next two years the CRA fund may grow.

Finance Director Stankiewicz went over items and projects that were not included in the proposed budget. She stated if any items were a priority for Commissioners the items could be added to the budget, but other items would have to come out of the current proposed budget or be funded by using additional reserves.

Mayor Robinson question why the MLK Parade expense was \$4,000. City Clerk Bates reported the amount estimated is due to the overtime needed for Police support and overtime for other department staff necessary manning the parade route. It also covers the cost of the required Department of Transportation Maintenance of Traffic (MOT) set-up as the parade generally operates on two State right-of-ways, and use of all the City's barricades, cone and vehicles needed to block the parade route or maintain safety around the parade route.

Commission Barnes questioned the item about Grand Reserve sidewalks. Infrastructure Director Vost responded this project is for the first phase sidewalks. The original warranty has expired, and this is now the City's responsibility. He advised going forward with any of the new homes, drainage is being addressed or a Certificate of Occupancy cannot be issued. The developer is accountable for the new phases.

Commissioner Schultz asked what the benefits would come from the PD becoming accredited. Chief Foster stated there would be more grants available, however the department would have to be in a permanent structure that meets accreditation standards.

Mayor Robinson asked about the MLK parade. City Manager Jackson and Chief Foster advised the organizers have started planning early this year; the City has encouraged them to fund their event with the help of sponsors and donation. The sponsors are seeking this avenue of funding. Historically, the City has provided the support needed for this parade even when not included in the budget, but it has come from using other operational costs and projects that were in the budget.

Mayor Robinson asked about the concrete tables. City Clerk Bates stated the parks have several tables that are broken and rusted which present a liability for the City because of sharp edges. ADA compliant concrete tables are proposed to replace the damaged tables.

Vice Mayor Rogers asked about the Clegg property and recommended the City seek donations or partners to assist with the clean-up. He also wanted to know what the estimated cost would do. City Clerk Bates responded the amount estimated would cover clean-up the brush, taking down additional damaged or dying trees, remove the green house and other structures left on the

property and repair the fence. Commissioner Gordon recommended asking the Boy Scouts to become involved with this property.

Vice Mayor Rogers stated he believes the roads should be a priority and would benefit all citizens. He also feels the License Plate Readers should be funded.

Commissioner Schultz asked IT to explain the two items on the list not in the budget. IT Director Wines explained both items.

Commission Gordon stated she wanted to look for donations or sponsors for the MLK Parade, and Artist event. She also would like to see the roads and license plate readers funded.

Commissioner Schultz asked directors to choose one item as priority from the unfunded list.

- IT – Security
- PD – License Plate Readers
- PW – Micro Surfacing
- P&R – Tables

Commissioner Barnes stated the license readers and road surfacing are priority. He stated both will encourage growth in the City.

Finance Director Stankiewicz discussed the anticipated reserve amount at the close of this fiscal year. Reserve monies can be used for the items not included in the budget. There was discussion the Commission could amend the budget after October 1 or even later in the year to fund the projects on the list once the City knew if it would be impacted by the rising COVID numbers and knew how the current fiscal year closed.

Public Comment

Bonita Robinson (Hymon Circle)- asked about the roads and how does the City decide which roads to resurface. She also remarked she was glad to see the MLK Parade on the list.

Staff responded to the comment explaining there is a schedule to be followed and each road is currently ranked or rated for needs, but each road will be re-evaluated to determine if micro surfacing is still appropriate.

Mayor Robinson said she was concerned about new COVID outbreaks and asked everyone to be safe and protect themselves.

D. Call for Adjournment.

Motion: Adjourn

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Gordon

Vote: Motion carried unanimously

Meeting adjourned at 7:30 PM

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

****The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule****



City of Bunnell, Florida

ATTACHMENTS:

Description

Proposed Minutes

Type

Minutes



Crossroads of Flagler County

EXECUTIVE STRATEGY SESSION OF THE BUNNELL CITY COMMISSION MINUTES

**Monday, August 9, 2021 at 6:00 PM
201 W. Moody Blvd.; Chambers Meeting Room
Bunnell, FL 32110**

UNDER THE PROVISIONS OF SECTION 447.605, FLORIDA STATUTES, THE CITY COMMISSION WILL HOLD A CLOSED SESSION TO DISCUSS THE COLLECTIVE BARGAINING OF THE AGREEMENT BETWEEN THE CITY OF BUNNELL AND THE FLORIDA STATE FRATERNAL ORDER OF POLICE. ANYONE NOT LISTED BELOW AS AN ATTENDEE WILL BE REQUIRED TO LEAVE THE ROOM AT THE COMMENCEMENT OF THE PROCEEDING.

Estimated Length of the Attorney-Client Session: 1 hour

Names of Persons Attending Session:

Mayor Catherine D. Robinson
Vice Mayor John Rogers
Commissioner Tonya Gordon
Commissioner Tina-Marie Schultz
Commissioner Barnes
City Manager Alvin B. Jackson, Jr.
City Attorney Wade Vose
Finance Director Shanea Stankiewicz

CALL TO ORDER AND ROLL CALL: The meeting was called to order at 6:01 PM.

PRESENT: Mayor Catherine D. Robinson; Vice Mayor John Rogers; Commissioner Tonya Gordon; Commissioner Bob Barnes (telephonically); Commissioner Tina-Marie Schultz; City Attorney Wade Vose; City Manager Alvin Jackson; Finance Director Shanea Stankiewicz (telephonically); Deputy City Clerk Bridgitte Gunnells (Minutes).

ORDER OF BUSINESS

1. Opening of Public Meeting

2. Announcement of Executive Session: In accordance with Section 286.011(8), Florida Statutes, the City Commission will hold a closed Attorney-Client Executive Session to discuss the collective bargaining of the agreement between the City of Bunnell and the Florida Fraternal Order of Police.

3. Announcement of Attendees: The participants of the Closed Session were the following: Mayor Catherine D. Robinson; Vice Mayor John Rogers; Commissioner Tonya Gordon; Commissioner Bob Barnes (telephonically); Commissioner Tina-Marie Schultz; City Manager Alvin B. Jackson, Jr.; City Attorney Wade Vose; Finance Director Shanea Stankiewicz (telephonically).

4. Close Public Meeting: At 6:04 PM, the Public Meeting was closed to allow the start of the Closed Session. Non-attendees left the meeting to allow the closed session to commence.

5. Begin Executive Session: Attorney-Client Session held.

6. End Executive Session: Attorney-Client Session ended.

7. Open Public Meeting: Public Meeting was re-opened.

Adjournment of Executive Session

Motion: Adjourn

Made By: Vice Mayor Rogers

Seconded By: Commissioner Schultz

Vote: Motion carried unanimously

Meeting adjourned at 7:05 PM

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

*****The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule*****



City of Bunnell, Florida

ATTACHMENTS:

Description

Proposed Minutes

Type

Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

TONYA GORDON

BOB BARNES

TINA-MARIE SCHULTZ

BUNNELL CITY COMMISSION MINUTES

Monday, August 09, 2021

Join Zoom Meeting <http://bunnellcity.us/meeting>

7:00 PM

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

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

Mayor Robinson called the meeting to order at 7:01 PM and led the Pledge to the Flag.

It was determined there was a quorum physically present at the meeting.

Roll Call (Present): Mayor Catherine D. Robinson; Vice Mayor Rogers; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; City Attorney John Cary; City Manager Alvin Jackson; City Clerk Kristen Bates; Deputy Clerk Bridgitte Gunnells

Commissioner Barnes requested to participate telephonically due to extraordinary circumstances.

Motion: Allow Commissioner Barnes to participate telephonically.

Motion By: Vice Mayor Rogers

Second By: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Roll Call Vote:

Commissioner Schultz - Yea

Commissioner Gordon - Yea

Vice Mayor Rogers - Yea

Mayor Robinson - Yea

Vote: Motion carried unanimously

Invocation for our Military Troops and National Leaders

Vice Mayor Rogers led the Invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Presentation: COVID-19 Economic Recovery Plan by the Northeast Florida Regional Council

Presentation was given by Sean Lahav Resiliency Coordinator for NEFRC. Following the presentation, Vice Mayor Rogers asked how the COVID funds were determined to be divided. Mr. Lahav did not have that information but is looking into it as other jurisdictions have the same question.

C. Consent Agenda:

C.1. Approval of Warrant

a. August 9, 2021 Warrant

C.2. Approval of Minutes

a. July 19, 2021 City Commission Workshop Minutes

b. July 26, 2021 City Commission Meeting Minutes

C.3. Request approval to amend and renew the agreement with Mead & Hunt, Inc. for Continuing Engineering Services for an additional year

C.4. Request Approval for Signature to Waive the Annual Water Treatment Plant (WTP) Permit Fee

C.5. Request Approval to Sign Release Agreement with Jim Brown

Motion: Approve the Consent Agenda.

Motion By: Vice Mayor Rogers

Second By: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Roll Call Vote:

Commissioner Barnes - Yea

Commissioner Schultz - Yea

Commissioner Gordon - Yea

Vice Mayor Rogers - Yea

Mayor Robinson - Yea

Vote: Motion carried unanimously

D. Public Comments:

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

None

E. Ordinances: (Legislative):

E.1. Ordinance 2021-20 Requesting Voluntary Annexation of a 10 Acre Parcel of Land Located at the Northwest Corner of the Intersection of Twin Lakes and Favoretta Roads. - Second Reading

City Attorney John Cary read the short title into record.

Motion: Adopt Ordinance 2021-20 Requesting Voluntary Annexation of a 10 Acre Parcel of Land Located at the Northwest Corner of the Intersection of Twin Lakes and Favoretta Roads. - Second Reading

Motion By: Commissioner Gordon

Second By: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Roll Call Vote:

Commissioner Barnes – Yea

Commissioner Schultz – Yea

Commissioner Gordon - Yea

Vice Mayor Rogers - Yea

Mayor Robinson - Yea

Vote: Motion carried unanimously

E.2. Ordinance 2021-21 Requesting to change the Comprehensive Plan for the Future Land Use Designation of Approximately 10 Acres, owned by the Church of God Elected, bearing Parcel ID: 15-12-30-0650-000D0-0230 from City of Bunnell Single Family - Low Density to City of Bunnell Commercial Medium. – First Reading

City Attorney John Cary read the short title into record.

Motion: Approve Ordinance 2021-21 Requesting to change the Comprehensive Plan for the Future Land Use Designation of Approximately 10 Acres, owned by the Church of God Elected, First Reading.

Motion By: Vice Mayor Rogers

Second By: Commissioner Gordon

Board Discussion: Vice Mayor asked what was going to be done on the property. City Manager Alvin Jackson stated the plan is to build a Church.

Public Discussion: Ketia Silveira of Palm Coast representing the Church of God Elected stated the change in the property will open up more opportunities for the Church to serve the community.

Roll Call Vote:

Commissioner Barnes - Yea
Commissioner Schultz - Yea
Commissioner Gordon - Yea
Vice Mayor Rogers - Yea
Mayor Robinson - Yea

Vote: Motion carried unanimously

E.3. Ordinance 2021-22 Requesting to Change the Zoning Designation of Approximately 10 Acres, owned by Church of God Elected Bearing Parcel ID: 15-12-30-0650-000D0-0230 from Undesignated to City of Bunnell B-1, Business District. - First Reading

City Attorney John Cary read the short title into record.

Motion: Approve Ordinance 2021-22 Requesting to Change the Zoning Designation of Approximately 10 Acres, owned by Church of God Elected First reading

Motion By: Vice Mayor Rogers

Second By: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Roll Call Vote:

Commissioner Barnes - Yea
Commissioner Schultz - Yea
Commissioner Gordon - Yea
Vice Mayor Rogers - Yea
Mayor Robinson - Yea

Vote: Motion carried unanimously

F. Resolutions: None

G. Old Business: None

H. New Business:

H.1. Request to Approve Contract # 36913 with St Johns River Water Management District (SJRWMD) FY2022 Rural Economic Development Initiative (REDI) Communities Cost-Share Grant.

This item was introduced by Infrastructure Director Dustin Vost. The Grant in the amount of \$500,000. Was awarded to the City for sewer slip lining rehabilitation Phase 4.

Motion: Approve Contract # 36913 with St Johns River Water Management District (SJRWMD) FY2022 Rural Economic Development Initiative (REDI) Communities Cost-Share Grant.

Motion By: Vice Mayor Rogers

Second By: Commissioner Gordon

Board Discussion: Mr. Geoff Samples from SJRWMS presented the award telephonically and summarized the awards the City has been granted since 2016. Since 2016, the City has been awarded almost \$3 million in grant funding and the benefits those projects have provided to the environment. Vice Mayor Rogers and Mayor Robinson thanked the Water Management District for all the help and support they have given the City over the years.

Mayor Robinson asked Mr. Samples to let his Board know the City of Bunnell appreciates all the efforts they have done over the years.

Public Discussion: None

Roll Call Vote:

Commissioner Barnes - Yea

Commissioner Schultz - Yea
Commissioner Gordon - Yea
Vice Mayor Rogers - Yea
Mayor Robinson - Yea

Vote: Motion carried unanimously

I. Reports:

- **City Clerk**- reminded the Commission of the upcoming ethics training on August 25th starting at 10:00 AM.
- **City Attorney**- Encouraged the volunteer boards members to participate in the ethics training as it will be very beneficial to them in the role they fill for the City.
- **City Manager** – Reported on need for emergency purchase orders. Due to COVID impacts at our contracted dumping vendor, the City will need to redirect certain debris to other transfer stations. He also reported the need to determine the date for the Enterprise Funds budget workshop. Through consensus, it was determined to have the workshop on August 23 at 6:00PM.
- **Mayor and City Commissioners**
 - **Commissioner Gordon** - None
 - **Commissioner Schultz** – Reported she had her first “Coffee with the Comish”. She stated Rick’s Backyard BBQ did a very nice job hosting and she had several citizens with a lot of positive feedback.
 - **Commissioner Barnes** - None
 - **Vice Mayor Rogers** – None
 - **Mayor Robinson** – Encouraged everyone to be careful and take precautions during this new surge in the COVID variant. She stated be diligent, cautious, safe, and kind.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Commissioner Gordon

Seconded by: Vice Mayor Rogers

Vote: Motion carried unanimously

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

*****The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule*****



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 8/10/2021 Amount:
Department: City Commissioners Account #:
Subject: Request for Letter of Congratulations for the African American Cultural Society Inc.
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Letter of Request from AACS	Exhibit
Proposed Letter	Exhibit

Summary/Highlights:

The City has received a request from the African American Cultural Society, Inc. located in Palm Coast to provide a letter or congratulations on their 30th Anniversary. The letter would be included in the journal they are creating to commemorate this milestone.

Background:

Staff Recommendation:

Per the Commission.

City Attorney Review:

Per the Commission.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.



AFRICAN AMERICAN CULTURAL SOCIETY, INC.

GPS Address: 4422 US Highway 1 North, Palm Coast, Fla.

Mailing Address: PO Box 350607, Palm Coast, FL 32135-0607

Tel: 386-447-7030 Email: Info@AfricanAmericanCulturalSociety.org



July 23, 2021

City of Bunnell
Attn: Mayor Catherine Robinson
P O Box 756.
Bunnell, FL 32110

Dear Mayor Robinson:

I am writing on behalf of the African American Cultural Society, Inc. (AACSI), a non-profit organization located in Palm Coast, Florida. We will be celebrating our 30th year of existence on October 24, 2021 by hosting a major fundraiser and would like to invite you to attend the festivities. We would also appreciate a congratulatory letter from the City that we could include in our souvenir journal.


The mission of AACSI is *"to preserve and perpetuate the cultural heritage of the people of the African Diaspora."* We do this through social, educational, artistic and intellectual activities. An example of our reaching out to the entire community is our Educational Committee's successful establishment of a Florida accredited Black History course in the Flagler County school system.

The AACSI is an example of the thriving diversity of our county. Our Cultural Center showcases some of the most compelling works of art, impressive Black History Library and ongoing cultural programs for youth and adults.

We hope to receive a positive reply from you by August 31, 2021. If you have any questions or need to contact us for any reason, please call the Cultural Center office during office hours of 10:00 am to 2:00 pm, Monday through Friday at (386) 447-7030. Our email address is cca@aacspc.org. or feel free to contact our Chairperson, Stephanie Matthews, at any time by calling (386) 439-7174 or emailing mrsrinc@aol.com.

Thank you for considering our invitation.

Sincerely,


Stephanie Matthews
30th Anniversary Chairperson

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

BOB BARNES

TINA-MARIE SCHULTZ

August 23, 2021

African American Cultural Society, Inc.
Attn: Stephanie Matthews, 30th Anniversary Chairperson
4422 US Highway 1 North
Palm Coast, FL 321

Dear Ms. Matthews,

The City of Bunnell extends its congratulations to the African American Cultural Society for reaching 30 years of involvement in Flagler County. Your contributions to the community through your social, educational, artistic, and intellectual activities have benefited many students, residents, businesses, and visitors to Flagler County over these years.

We hope that your Cultural Center and ability to offer other programs continues to grow and expand; allowing all students and adults the opportunity to experience and appreciate the heritage of the people of the African Diaspora.

The City of Bunnell looks forward to seeing the continued works and efforts of the African American Cultural Society in our community. Thank you for your service and congratulations on your 30 Year Anniversary.

Sincerely,

Catherine D. Robinson
Mayor, City of Bunnell



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 8/10/2021 Amount: \$500,000
Department: Infrastructure Account #: 404-0535-535.6300
Subject: Request to Approve Revised Contract # 36913 with St Johns River Water Management District (SJRWMD) FY2022 Rural Economic Development Initiative (REDI) Communities Cost-Share Grant
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Contract # 36913 Revised	Contract
Project Area Map	Location Map(s)

Summary/Highlights:

After approval of this item at the August 9th Commission Meeting, SJRWMD sent a change to the agreement. Staff is bringing this item back for approval with the following change to the agreement:

There was one addition to the statement of work:

- Page 10 – VI. Budget/ Cost scheduled (added):*

Recipient may invoice the District for Project construction work beginning October 1, 2021. The District will not reimburse for any expenses prior to October 1, 2021.

City Staff applied for a 100% construction cost funded grant to continue with a multi-phase Cure In Place Pipe (CIPP) lining program. This grant would further slip line just over 2.91 miles of the City's wastewater collection infrastructure for the Bunnell Sewer Slip Lining Rehabilitation – Phase 4 Project.

The application was approved by the SJRWMD Governing Board. The amount awarded is \$500,000.

Background:

A little over five miles of CIPP lining has been completed since rehabilitation began in 2019. Prior to these lining projects, typical rain events in excess of an inch brought city influent rates above

0.800 to 0.900 million gallons per day (MGD) exceeding the Wastewater Treatment Plant's (WWTP) 0.600 MGD capacity resulting in direct creek discharge. Since the lining projects, influent rates for similar rain events have been staying under 0.600 MGD. These recorded influent rates demonstrate 100% effectiveness of slip lining for the reduction of inflow & infiltration (I&I) and peak influent rates during rain events. Furthermore, the I&I reduction will aid in consistently maintaining less than 0.600 MGD influent rates allowing the City to remain in compliance with its current FDEP permitted plant capacity.

Staff Recommendation:

Approve and sign the revised Contract # 36913 between the City of Bunnell and SJRWMD for the FY2022 REDI Communities Cost-Share grant in the amount of \$500,000 for the Bunnell Sewer Slip Lining Rehabilitation – Phase 4 Project.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

Approved.

City Manager Review/Recommendation:

Reviewed and approved for agenda

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF BUNNELL**

THIS AGREEMENT (“Agreement”) is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF BUNNELL (“Recipient”), 201 W Moody Blvd., Bunnell, FL 32110. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2021-2022 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District’s core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District’s missions and initiatives.

At its May 11, 2021 meeting, the Governing Board selected Recipient’s proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the “Project”):

City of Bunnell Sewer Slip Lining Rehabilitation – Phase 4 Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same (“Effective Date”) until April 30, 2022 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every

aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before January 30, 2022. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board.

Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).

- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
 - (c) If the construction project, or the conservation project, which is eligible for District reimbursement, does not begin before June 30, 2022, the cost-share agreement will be subject to termination and the funds subject to reallocation.
2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.
3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.
4. **AMOUNT OF FUNDING**
- (a) For satisfactory completion of the Project, the District shall pay Recipient 100% of the total Project cost, but in no event shall the District cost-share exceed \$500,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
 - (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
 - (c) Work performed or expenses incurred after the Completion Date are not eligible for Cost-Share reimbursement.

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100 % of approved cost or the not-to-exceed sum of \$500,000, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form; (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work), (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment to the Agreement.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
8. **PROJECT MANAGEMENT**
- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Sara Driggers, Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, Florida 32177-2571
 Phone: 386-312-2305
 Email: sdrigger@sjrwmd.com

RECIPIENT

Dustin Vost, Project Manager
 City of Bunnell
 201 W. Moody Blvd.
 Bunnell, Florida 32110
 Phone: 386-437-7500
 Email: dvost@bunnellcity.us

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.**

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Analyst within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

- 10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. **FAILURE TO COMPLETE PROJECT**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

- 12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also

terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
14. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS**
 - (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
 - (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.
15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
17. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
18. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved

by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.

19. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
20. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
21. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
25. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project

Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF BUNNELL

By: _____
Ann B. Shortelle, Ph.D., Executive Director, or designee

By: _____
Catherine D. Robinson, Mayor
Typed Name and Title

Date: _____

Date: September 13, 2021

Attest: _____

Kristen Bates, CMC, City Clerk
Typed Name and Title

Attachments:
Attachment A — Statement of Work
Attachment B — Project Progress Report Form
Attachment C — District Supplemental Instructions Form

**ATTACHMENT A - STATEMENT OF WORK
CITY OF BUNNELL – SEWER SLIP LINING REHABILITATION – PHASE 4**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2021-2022 to develop and implement resource and water supply development projects and promote conservation. On May 11, 2021, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions, including water supply, water quality, natural systems or flood mitigation.

The City of Bunnell (Recipient) requested funding for Sewer Slip Lining Rehabilitation – Phase 4 project (Project) for the not to exceed amount of \$500,000, towards the estimated construction cost of \$500,000. This request was approved by the Governing Board. The Recipient is located in Flagler County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to reduce annual nutrient loading into Black Branch Creek & Haw Creek by approximately 200 lbs. total nitrogen (TN) and 31 lbs. total phosphorous (TP).

III. SCOPE OF WORK

The project includes slip-lining approximately 2.9 miles of cured-in-place pipe (CIPP) within existing vitrified clay pipe (VCP) in the City's wastewater collection system.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include:
 - Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;

- Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;
- Construction plans, specifications, and contract documents for the site work must be made available upon request;
- Written verification that the record drawings and any required final inspection reports for the project are received;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project construction photos;
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the tasks in the Task Identification section below are completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is April 30, 2022. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Slip Lining	10/1/2021	3/31/2022

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 100% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$500,000. It is anticipated that all expenditures will occur in FY2021-2022.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2021. The District will not reimburse for any expenses prior to October 1, 2021.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Analyst at hnbarber@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by the City of Bunnell detailing the project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement (all dollar amounts are approximate and may be reallocated between the construction tasks).

FY22 (10/1/2021 – 9/30/2022)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Slip Lining	\$500,000	\$500,000

ATTACHMENT B
PROJECT PROGRESS REPORT

Contract: 36913

Date: _____

Report Number:

Contract/Project Identification

Project Name:	City of Bunnell Sewer Slip Lining Rehabilitation- Phase 4 Project		
Recipient:	City of Bunnell		
SJRWMD Contract Number:	36913		SJRWMD Project Manager: Sara Driggers
			Recipient's Project Manager: Dustin Vost

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-Share Budget

Total Cost-Share Budget:			Cost-Share Amount Expended This Period:	
Cost-Share Amount Expended To-date:			Percent Cost-Share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues and solutions. Explain in detail.

--

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: T.J. Fish
City of Groveland
156 South Lake Destiny Road, Suite 200
Groveland, FL 34736

FROM: Mark Brandenburg, Project Manager

CONTRACT NUMBER: 36995

CONTRACT TITLE: Groveland Crystal Lake Reclaim System Rehabilitation and Improvement Project

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. N/A'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

N/A's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(N/A agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____

Mark Brandenburg, District Project Manager

Acknowledged: _____ Date: _____

Jessica Shifrin, District Senior Procurement Specialist

c: Contract file
Financial Service

Slip Lining Phase 4 Project Area Map





City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 8/2/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2021-21 Requesting to change the Comprehensive Plan for the Future Land Use Designation of Approximately 10 Acres, owned by the Church of God Elected, bearing Parcel ID: 15-12-30-0650-000D0-0230 from City of Bunnell Single Family - Low Density to City of Bunnell Commercial Medium. - Second Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance
Adjacent FLU Map	Location Map(s)

Summary/Highlights:

This is an owner initiated request to change the future land use for property owned by Church of God Elected Inc from City of Bunnell Single Family - Low Density to City of Bunnell Commercial Medium.

This item was heard at the June 15, 2021 Planning, Zoning and Appeals Board Meeting. At this meeting, the Planning, Zoning and Appeals Board recommended approval of the proposed ordinance.

The Commission heard this item at its August 9, 2021 City Commission meeting. At this meeting, the Commission voted to approve the proposed ordinance. This item was advertised in the August 11, 2021 edition of the News Tribune.

Background:

The applicant, Church of God Elected Inc, owns approximately 10 acres of property within the Bunnell City limits.

The property currently has a future land use designation of City of Single Family Low Density. The applicant is requesting to change the designation to City of Bunnell Commercial Medium.

The applicant can answer any questions about the proposed project/development of this property.

There is a companion item to change the zoning designation for this property which is found elsewhere on this agenda.

Staff Recommendation:

Adopt Ordinance 2021-21 Requesting to change the Comprehensive Plan for the Future Land Use of Approximately 10 Acres, owned by the Church of God Elected, bearing Parcel ID: 15-12-30-0650-000D0-0230 from City of Bunnell, Single Family - Low Density to City of Bunnell, Commercial Medium. - Second Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved

ORDINANCE 2021-21

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE *CITY OF BUNNELL COMPREHENSIVE PLAN*, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE *CITY OF BUNNELL COMPREHENSIVE PLAN* RELATIVE TO CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 10.00 ACRES, OWNED BY CHURCH OF GOD ELECTED INC, BEARING PARCEL ID: 15-12-30-0650-000D0-0230, SOUTH OF THE INTERSECTION OF OLD HAW CREEK ROAD AND JUSTICE LANE WITHIN THE BUNNELL CITY LIMITS FROM CITY OF BUNNELL SINGLE FAMILY – LOW DENSITY TO CITY OF BUNNELL COMMERCIAL - MEDIUM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is located south of the intersection of Old Haw Creek Road and Justice Lane in the City of Bunnell; and

WHEREAS, the owner of the property, Church of God Elected Inc., has requested this change to the future land use; and

WHEREAS, the City of Bunnell has not had any small-scale land use amendments since June 14, 2021 and has not submitted any small-scale land use amendments to the Department of Economic Opportunity since December 7, 2018; and

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, as the City's local planning agency, held a public hearing on June 15, 2021 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

WHEREAS, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small scale amendments and which are related to proposed small-scale development activities and provides, among other things, that such amendments may be approved without regard to statutory limits on the frequency of consideration of amendments to the *City of Bunnell Comprehensive Plan*; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Bunnell Comprehensive Plan* including, but not limited to, Section 163.3187, *Florida Statutes*.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative findings and intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the City of Bunnell *2030 Comprehensive Plan* pertaining to the subject property.
- (b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.
- (c) This Ordinance is internally consistent with the goals, objectives and policies of the City of Bunnell *2030 Comprehensive Plan*.
- (d) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Amendment to Future Land Use Map.

- (a) The Future Land Use Plan Element of the City of Bunnell *2030 Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the Commercial-Medium land use designation to the real property which is the subject of this Ordinance as set forth herein.
- (b) The property which is the subject of this Comprehensive Plan amendment is described as follows:

LEGAL DESCRIPTION: 0010.00 ACRES BUNNELL DEV CO. SUB BLOCK D TRACTS 23-24 OR 61 PG 354 OR 697 PG 968-DC OR 697 PG 967-DC OR 697 PG 970 OR 1581 PG 1979

ADDRESS: Unaddressed parcel in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 15-12-30-0650-000D0-0230

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized to implement the provisions of this Ordinance as deemed appropriate and warranted.

Section 4. Ratification of Prior Actions.

The prior actions of the City Commission and its agencies in enacting and causing amendments to the *2030 Comprehensive Plan of the City of Bunnell*, as well as the

implementation thereof, are hereby ratified and affirmed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity of the ordinance or effect of any other action or part of this Ordinance.

Section 6. Conflicts.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Codification/Instructions to Code Codifier.

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Bunnell *2030 Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land Use Map of the City.

Section 8. Effective Date.

The small-scale Comprehensive Plan amendment set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), *Florida Statutes*, until 31 days after the enactment of this Ordinance. If challenged within 30 days after enactment, the small-scale amendment set forth in this Ordinance shall not become effective until the State land planning agency or the Administration Commission, respectively, issues a final order determining that the subject small-scale amendment is in compliance with controlling State law.

First Reading: approved on this 9th day of August 2021.

Second Reading: adopted on this 23rd day of August 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

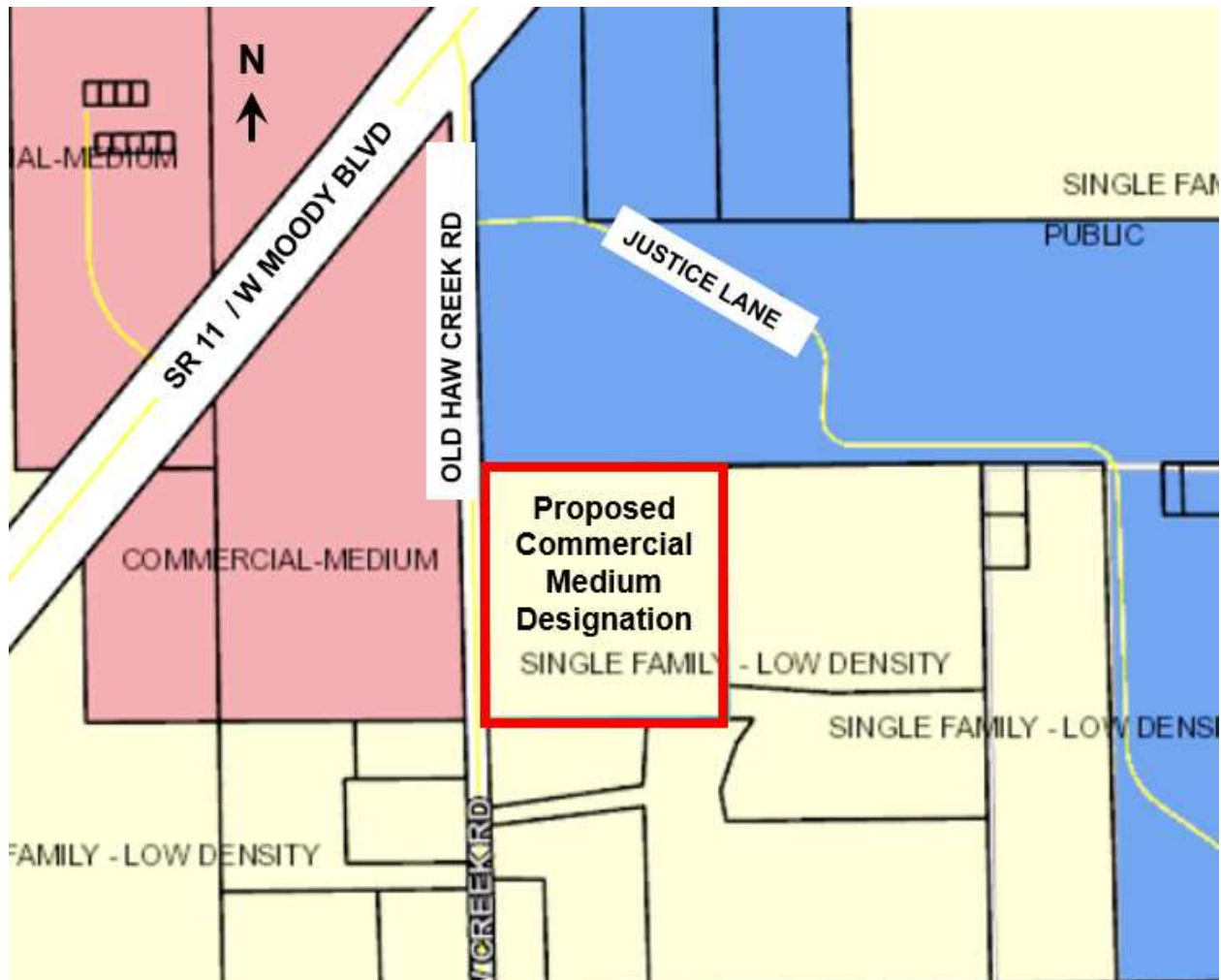
Attest:

Kristen Bates, City Clerk, CMC

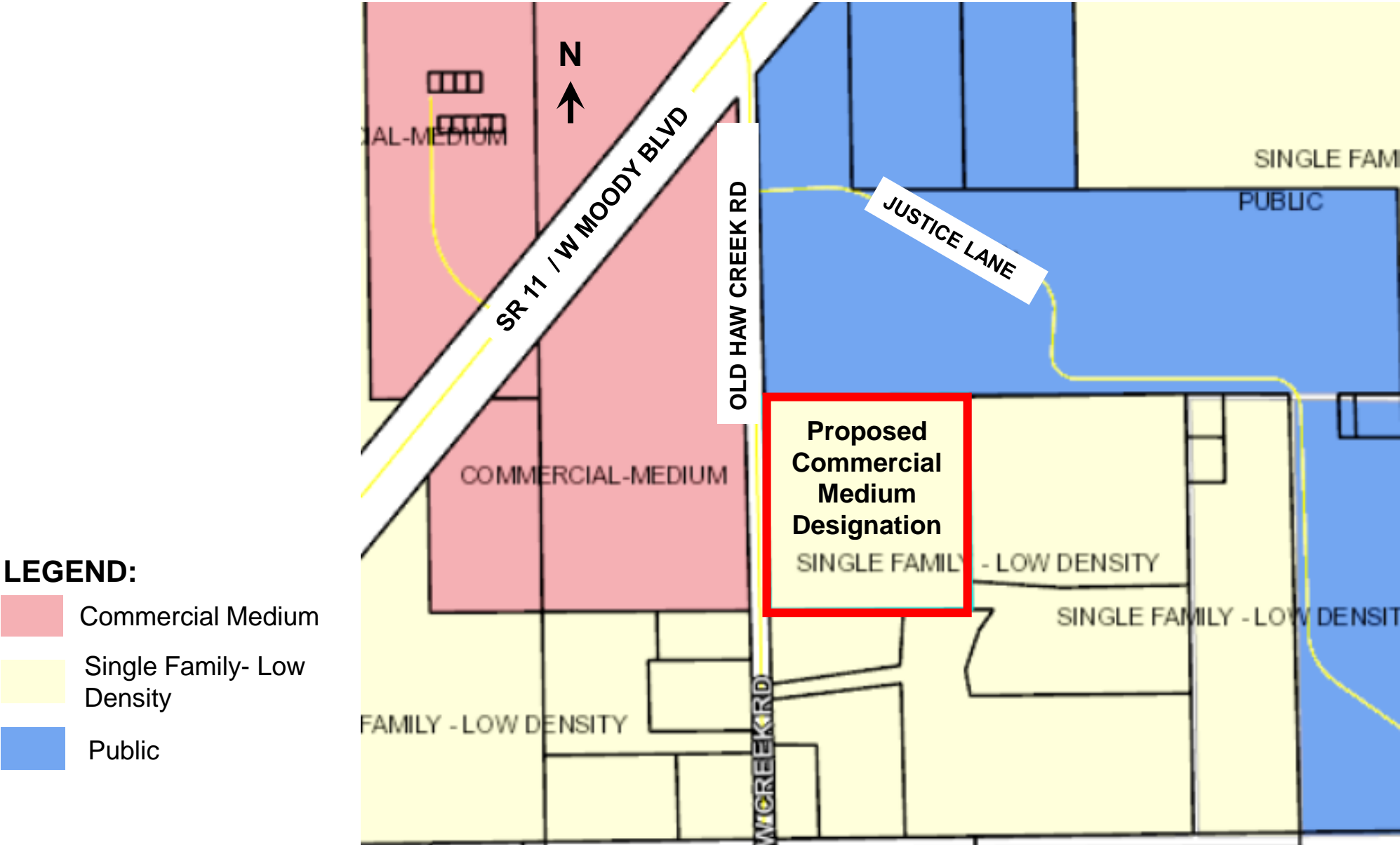
Seal:

EXHIBIT A

Location Map



Church of God Elected Inc FLUM Change Request- Adjacent FLUM Map





City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 8/2/2021 Amount:
Department: Community Development Account #:
Subject: Ordinance 2021-22 Requesting to Change the Zoning Designation of
Approximately 10 Acres, owned by Church of God Elected Bearing Parcel
ID: 15-12-30-0650-000D0-0230 from Undesignated to City of Bunnell B-1,
Business District. - Second Reading
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance
Adjacent Zoning Map	Location Map(s)

Summary/Highlights:

This is an owner initiated request to change the zoning designation of approximately 10 acres of property from Undesignated to City of Bunnell B-1, Business District.

This item was heard at the June 15, 2021 Planning, Zoning and Appeals Board Meeting. At this meeting, the Planning, Zoning and Appeals Board voted to recommend approval of the proposed ordinance.

The Commission heard this item at its August 9, 2021 City Commission meeting. At this meeting, the Commission voted to approve the proposed ordinance. This item was advertised in the August 11, 2021 edition of the News Tribune.

Background:

The applicant, Church of God Elected Inc, owns approximately 10 acres of property within the Bunnell City limits.

Currently, the property has no known zoning designation and as a result shows as Non-designated in City and County databases. The owners of the property have requested the zoning designation of B-1, Business district.

The applicant can answer any questions about the proposed project/ development of this property.

The requested zoning designation is compatible with the future land use designation that was heard elsewhere on this agenda.

Staff Recommendation:

Adopt Ordinance 2021-22 Requesting to Change the Zoning Designation of Approximately 10 Acres, owned by Church of God Elected Bearing Parcel ID: 15-12-30-0650-000D0-0230 from Undesignated to City of Bunnell B-1, Business District. - Second Reading

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2021-22

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 10.00 ACRES IN SIZE, OWNED BY THE CHURCH OF GOD ELECTED INC., BEARING PARCEL ID: 15-12-30-0650-000D0-0230 LOCATED SOUTH OF THE INTERSECTION OF OLD HAW CREEK ROAD AND JUSTICE LANE WITHIN THE BUNNELL CITY LIMITS FROM ND, UNDESIGNATED TO CITY OF BUNNELL B-1, BUSINESS DISTRICT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Church of God Elected Inc., the owners of certain real property, which land totals approximately 10 acres in size located south of the intersection of Old Haw Creek Road and Justice Lane and is assigned Tax Parcel Identification Number 15-12-30-0650-000D0-0230 by the Property Appraiser of Flagler County; and

WHEREAS, Church of God Elected Inc has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell Business District, (B-1) zoning classification from the existing Undesignated, ND zoning classification; and

WHEREAS, the City's Community Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether is comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City's *Comprehensive Plan*; and

WHEREAS, on June 15, 2021 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City's Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

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

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.

(b) The subject property, which is approximately 10 acres in size, is located south of the intersection Old Haw Creek Road and Justice Lane.

(c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

(a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 10 acres in size, shall be rezoned to the City of Bunnell B-1, Business District zoning classification from the existing Undesignated, ND zoning classification:

LEGAL DESCRIPTION: 0010.00 ACRES BUNNELL DEV CO. SUB BLOCK D
TRACTS 23-24 OR 61 PG 354 OR 697 PG 968-DC OR 697 PG 967-DC OR 697
PG 970 OR 1581 PG 1979

ADDRESS: Unaddressed in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 15-12-30-0650-000D0-0230

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

(c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance 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 Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date

This Ordinance shall take effect upon the effective date of Ordinance 2021-21.

First Reading: on this 9th day of August 2021.

Second/Final Reading: adopted on this 23rd day of August 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

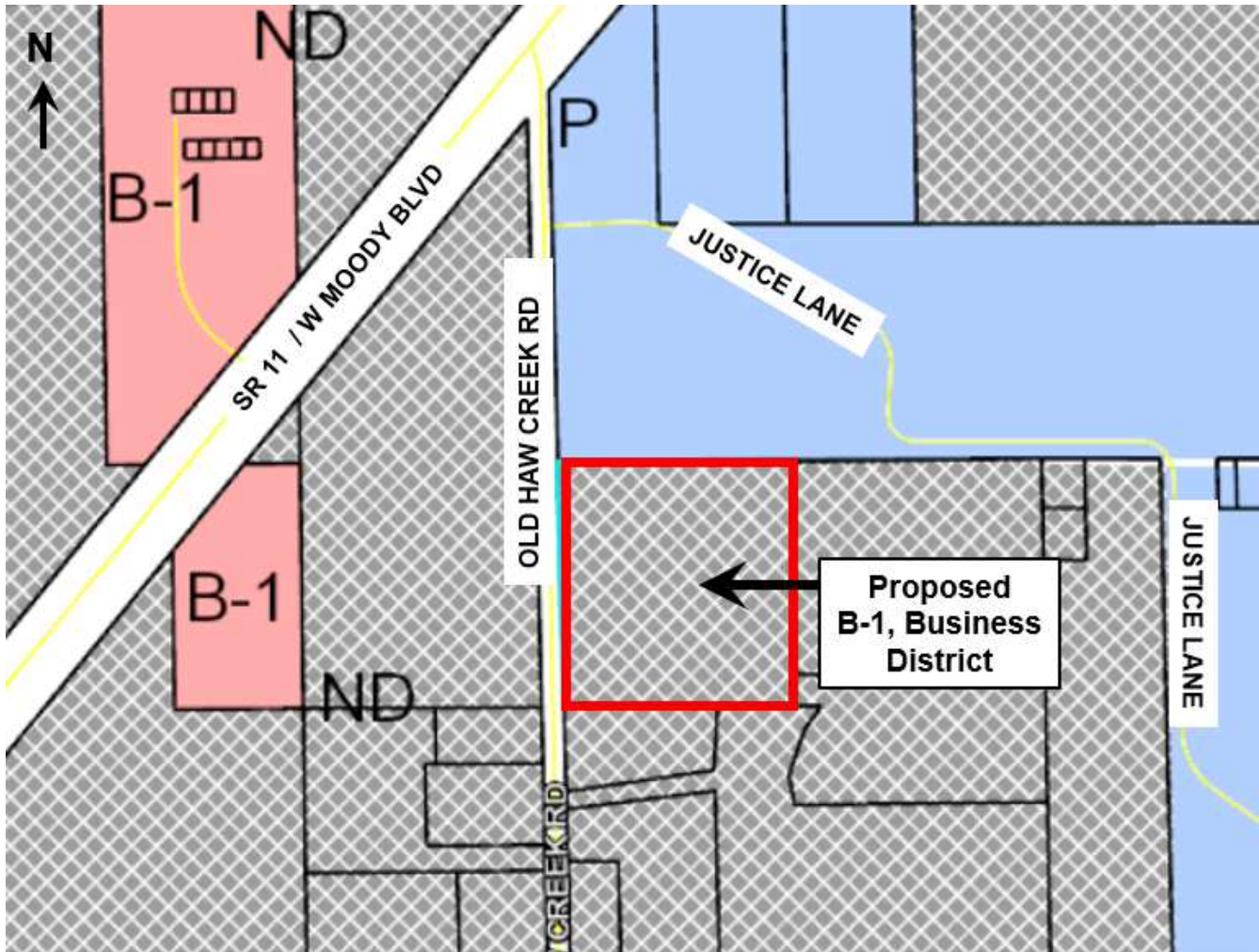
Attest:

Kristen Bates, CMC, City Clerk

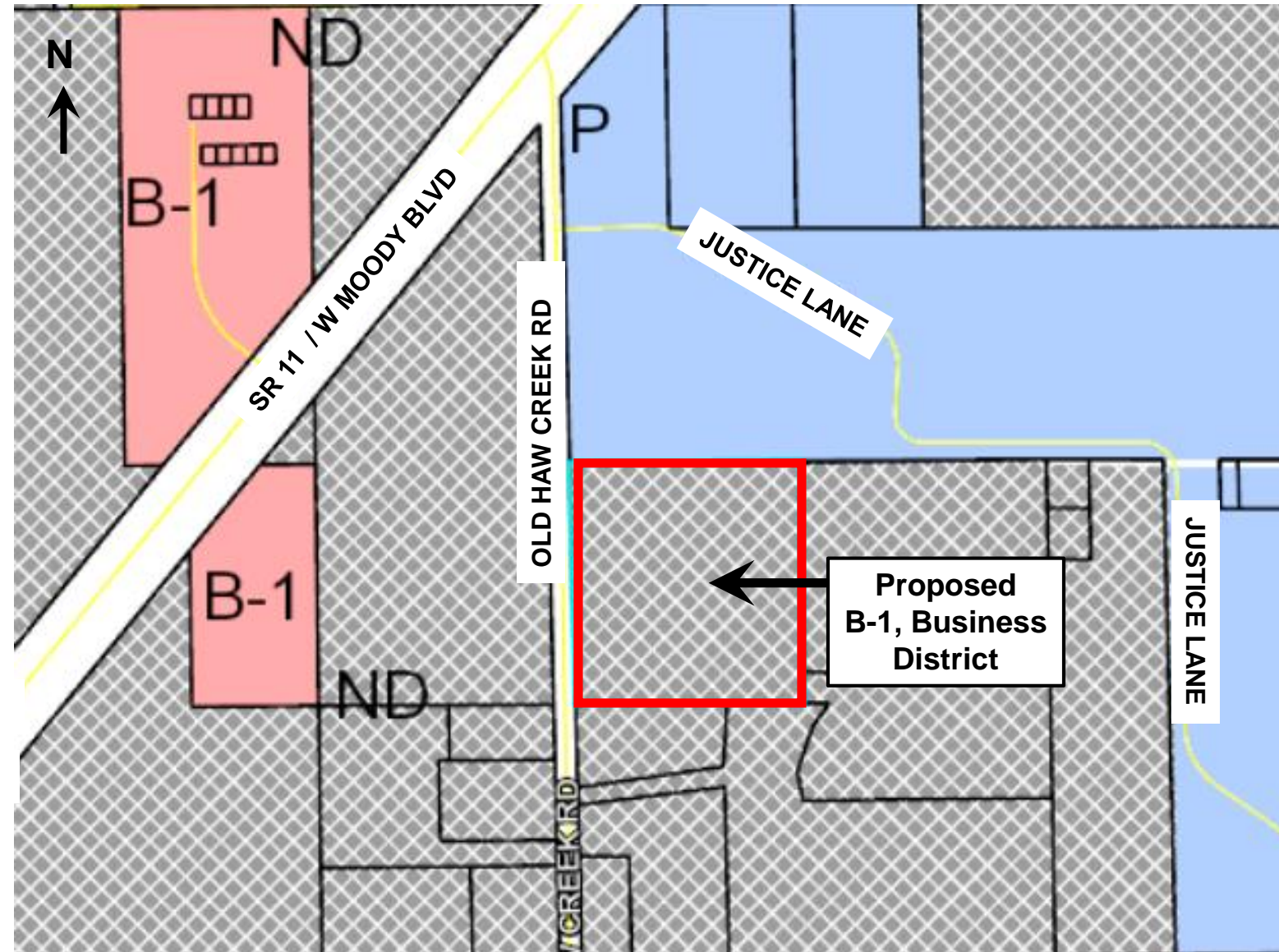
Seal:

Exhibit "A"

Location Map



Church of God Elected Inc FLUM Change Request- Adjacent Zoning Map





City of Bunnell, Florida

Agenda Item No. E.3.

Document Date: 6/25/2021 Amount:
Department: Infrastructure Account #:
Subject: Ordinance 2021-19: Amending the Bunnell Code of Ordinance Section 2-126
- CDBG Purchasing Policy. – First Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Ordinance 2021-19	Ordinance
Exhibit A - CDBG Procurement Policy	Exhibit

Summary/Highlights:

Amending Section 2-126 Code of Ordinances – First Reading.

Background:

In July 2012 the City Commission amended section 2 of the Code of Ordinance to adopt a CDBG Purchasing Policy. This policy provided for procedures necessary for expending CDBG grant funds. The State of Florida Department of Economic Opportunity staff, which administer the CDBG program for the state, recently conducted a site visit related to the City's CDBG project application.

After the site visit, they noted the following discrepancy:

“Review of the CDBG Procurement Policy submitted by the City indicates that it does not comply with program requirements. The City must adopt a program compliant CDBG Procurement Policy and submit it to DEO for review and acceptance.”

The revised Policy is attached as Exhibit A.

This is the first reading of Ordinance 2021-19. If approved this ordinance will be presented to the Commission on the September 13, 2021 meeting for the 2nd and final approval.

Staff Recommendation:

Approval of Ordinance 2021-19 amending the Bunnell Code of Ordinance Section 2-126 - CDBG Purchasing Policy. – First Reading.

City Attorney Review:

This is consistent with how we've done it in the past. Approved as to form and legality.

Finance Department Review/Recommendation:

Approve

City Manager Review/Recommendation:

Reviewed

ORDINANCE 2021-19

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING SECTIONS 2-126 OF THE BUNNELL CODE OF ORDINANCES; AMENDING THE FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT PURCHASING POLICY; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the acceptance of a Federal Community Development Block Grant (CDBG) requires the City of Bunnell to have a policy for procuring property and services with funds received under said grant; and

WHEREAS, the Federal Government issues and periodically updates Codes of Federal Regulations that the City must adhere to when expending CDBG funds; and

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

Section 1.

Amending section 2-126 of the Code of Ordinances by amending the City's CDBG Purchasing Policy.

The City Commission of the City of Bunnell hereby adopts the Federal Community Development Block Grant (CDBG) Purchasing Policy, as attached hereto and incorporated herein by reference as Exhibit "A."

Section 2.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to include, but not be limited to, the adoption of administrative forms, policies, procedures, processes and rules. All development orders shall be issued in a manner consistent with controlling law and rendered in appealable form with the City Clerk. Denials of development approvals shall be issued in accordance with controlling law to include, but not be limited to, Section 166.033, *Florida Statutes*.

Section 3. Codification.

The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Bunnell Code of Ordinances* and the Sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 2, 3, 4, 5, and 6 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

Section 4. Conflicts

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

Section 5. Severability.

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

Section 6.

This Ordinance shall take effect immediately upon final adoption by the City Commission.

Approved on First Reading, the 23rd day of August 2021.

Adopted on Second Reading, the ____ day of _____, 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Seal:

Attest:

Kristen Bates, CMC, City Clerk

CITY OF BUNNELL
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PURCHASING POLICY
INCLUDING THE
MINORITY BUSINESS ENTERPRISE POLICY

Section 1 PURPOSE

This policy is adopted to assure that commodities and services for the Community Development Block Grant Programs are obtained efficiently and effectively in free and open competition and through the use of sound procurement practices. All City staff and other persons (subgrantees or contractors) with designated responsibility for the administration of CDBG award contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations. These include but are not limited to: OMB Circular A-102, attachment Q; 24 CFR "Housing and Urban Development Regulations"; 24 CFR §58 Environmental Review Procedures, 24 CFR §570 CDBG Regulations; 2 CFR-Part 200.317-.326; s. 255.0525 and 287.055 "Uniform Administrative Requirements"; Chapter 73C-23 Florida Administrative Code and 40 CFR §§1500-1508 "National Environmental Policy Act Regulations."

Section 2 APPLICATION OF POLICY

This policy shall apply to contracts or agreements for the procurement of all materials, supplies, services, construction and equipment for any Community Development Block Grant Program solicited or entered into after the effective date of this policy.

Section 3 PURCHASING DIRECTOR

The City Manager or his/her designee shall serve as the central purchasing officer (the "Purchasing Officer") of the City of Bunnell for all contracts or agreements described in Section 2.

Section 4 PURCHASING AND CONTRACT AWARD PROCEDURES

Section 4.01 PURCHASING CATEGORIES; THRESHOLD AMOUNTS

Except as to Sole Source Purchases (Section 4.06) and Cooperative Purchasing (Section 4.07), all purchases and contract awards are to be made subject to the provisions of the appropriate Section according to the following threshold amounts:

- A. Small Purchases (Section 4.02) \$1.00 to \$999.00
- B. Purchasing Quotes (Section 4.03) \$1,000.00 to \$14,999.00
- C. Competitive Sealed Bids/Proposals (Section 4.04 & 4.05) \$15,000.00 and above

Section 4.02 SMALL PURCHASES

The purchase of commodities, equipment and services which cost less than the threshold authorized in Section 4 does not require solicitation of quotes or bids. Small purchases shall be authorized by the Purchasing Officer or his/her designees.

Section 4.03 PURCHASING QUOTES

The purchase of goods and services which cost within the range authorized for purchasing quotes in Section 4 shall require competitive quotations from three or more vendors. For purchases of \$1,000 to \$4,999 three verbal quotes are required. For purchases of \$5,000 to \$14,999 three written quotes are required. The quotations shall be obtained by the City

department delegated with overseeing the project. Quotations of \$1,000 to \$9,999 shall be reviewed and awarded by the Purchasing Officer. Quotations of \$10,000 to \$14,999 shall be reviewed and awarded by the City Commission.

Section 4.04 COMPETITIVE SEALED BIDDING

1. Conditions for Use. All contracts for purchases of a single item, services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where price, not qualifications, is the basis for contract award, shall be awarded by competitive sealed bidding.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The City of Bunnell shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the City, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the City. Any and all bids or offers may be rejected when it is in the City's interest to do so. In all procurement the City shall avoid practices that are restrictive of competition. These include but are not limited to:

- (a) Placing unreasonable requirements on firms in order for them to qualify to do business,
 - (b) Requiring unnecessary experience and excessive bonding,
 - (c) Noncompetitive pricing practices between firms or between affiliated companies,
 - (d) Noncompetitive awards to consultants that are on retainer contracts,
 - (e) Organizational conflicts of interest,
 - (f) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
 - (g) Any arbitrary action in the procurement process.
2. Invitation to Bid. An invitation to bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. No later than five working days prior to the date for receipt of bids, a vendor shall make a written request to the City for interpretations or corrections of any ambiguity, inconsistency or error which the vendor may discover. All interpretations or corrections will be issued as addenda. The City will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any City employee prior to the opening of proposals. Only those communications which are in writing from the City may be considered as a duly authorized expression on the behalf of the Commission. Also, only communications from firms or individuals which are in writing and signed will be recognized by the Commission as duly authorized expressions on behalf of

proposers.

- (1) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.
 - (2) Approved Equivalents. The City reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.
3. Public Notice. Under Section 255.0525(2), F.S. and Rule 73-23.00521(2)(a), F.A.C., a notice for Request for Proposals must be advertised for proposals that are projected to cost more than \$200,000.00 shall be published in at least one daily newspaper of general circulation in The City of Bunnell as well as a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA) at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. An invitation to bid for construction projects that are projected to cost more than \$500,000.00 shall be publicly advertised at least once in a newspaper of general circulation in The City of Bunnell at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Additionally, Notice shall be sent to those vendors and contractors on the City's MBE/WBE solicitation list. Alternatively, the City may substitute the above notice with any solicitation procedure which generates at least three responsible and responsive bids or proposals which can be considered. However, if three responsible and responsive bids or proposals are not received, the procurement will be invalid.

Bid Opening. Bids shall be opened publicly. The Purchasing Officer or his/her designee shall open bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and other such relevant information as may be deemed appropriate by the Purchasing Officer together with the name of each bidder, and all witnesses shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.
4. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as; inspection, testing, quality, recycled or degradable material content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that are not set forth in the Invitation to Bid, in regulations, or in this policy.
5. Bid Agenda Item. After evaluation, the Purchasing Officer will prepare a recommendation and shall place the item on the agenda of the City Commission.
6. Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bids mistakes, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in

the office designated in the Invitation to Bid prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake, of non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in the bid price or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:

- (1) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Officer.
7. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
8. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
9. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid.
 - (1) Notice of Intended Award. The contract shall be awarded by written notice. Every procurement of contractual services shall be evidenced by a written agreement. Notice of intended award, including rejection of some or all of bids received, may be given by posting the bid tabulations where the bids were opened, by telephone, by first class mail, or by certified United States mail, return receipt requested, whichever is specified in bid solicitation. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor provided, self-addressed envelope for their records.
 - (2) Notice of Right to Protest. All notices of decision or intended decisions shall contain the statement: "Failure to file a protest within the time prescribed in Section 4.08 of the CDBG Purchasing Policy of the City of Bunnell shall constitute a waiver of Proceedings under that section of this policy".
10. Cancellation of Invitations for Bids. An Invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the City, as determined by the Commission provided such action does not violate CDBG

program requirements. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

11. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the Finance Director or City Clerk for the following reasons:
 - (1) ~~Failure to respond to bid invitation three consecutive times within the last eighteen (18) month period. Failure to be a responsive bidder according to the bidding procedures and provisions will result in disqualification of a bid.~~
 - (2) Failure to update the information on file including address, project or service, or business description.
 - (3) Failure to perform according to contract provisions.
 - (4) Conviction in a court of law of any criminal offense in connection with the conduct of business.
 - (5) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
 - (6) Clear and convincing evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
 - (7) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133 (3) (a).
 - (8) Other reasons deemed appropriate by the City.

Section 4.05 COMPETITIVE SEALED PROPOSALS

All contracts for purchases of a single item or services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where qualifications, not price, is the basis for contract award, shall be awarded by competitive sealed proposals. All contracts for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded according to the provisions of Section 4.051. All other contracts required to be awarded by competitive sealed proposals will be awarded according to the provisions of Section 4.052.

Section 4.051 PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, AND LAND SURVEYING SERVICES

1. Public Announcement. It is the policy of the City to publicly announce all requirements for professional architectural, engineering, landscape architectural, and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the City may require firms to submit a statement of qualifications, performance data and other related information for the performance of professional services.

- (1) Scope of Project Requirements. Prior to submission of the request for proposals for professional services as an agenda item for approval by the Commission, the Purchasing Officer shall submit to the City written project requirements indicating the nature and scope of the professional services needed, including but not limited to the following:

- (a) the general purpose of the services or study;
- (b) the objectives of the study or services;
- (c) estimated period of time needed for the services or the study;
- (d) the estimated cost of the service or study;
- (e) whether the proposed study or service would or would not duplicate any prior or existing study or services;
- (f) list of current contracts or prior services or studies which are related to the proposed study or service;
- (g) the described qualifications, listed in order of importance, of the person or firm applicable to the scope and nature of the services requested.

(2) Distribution of Project Requirements. The Purchasing Officer shall distribute the written project requirements as approved by the City Commission to all persons on the mailing list who have indicated an interest in being considered for the performance of such professional services and to any additional persons as the Purchasing Officer or using agency deems desirable. The written project requirements shall include a statement of the relative importance of each of the requirements. The project requirements shall be accompanied by an Invitation to such persons to submit an indication of interest in performing the required services, and by notification of the date and time when such indications of interest are due. This date shall not be less than ~~fourteen~~ twelve calendar days from the date of public notice when the Purchasing Officer shall publish in at least one daily newspaper of wide general circulation in the region County where the project is located and in a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA). Alternatively, the City may substitute the above notice with any solicitation procedure which generates at least three responsible and responsive bids or proposals which can be considered. However, if three responsible and responsive bids or proposals are not received, the procurement will be invalid.

(3) Modification Prohibition. After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any manner except for correction of clerical errors or other similar minor irregularities as may be allowed by the Selection Committee (defined in Section 4.051-2(3) 4.051B) prior to making its selection of those best qualified to be formally interviewed.

(4) Reuse of Existing Plans. There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the City is able to reuse existing plans from a prior project. However, public notice of any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse.

2. Selection Committee Membership and Evaluation. Depending on the expected complexity and expense of the professional services to be contracted, the City may determine whether a three member or five-member selection committee will best serve the needs of the Commission.

(1) Three Member Committee Composition. Membership of a three-member selection committee shall be appointed by the City Commission.

(2) Five Member Committee Composition. Membership of a five-member selection committee shall be appointed by the City Commission.

(3) Selection Committee Evaluation. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated. Only those respondents who are determined to be best qualified based upon the evaluation of written responses and selected for Formal interview may submit additional data. From among those persons evidencing, by timely submission of written responses, an interest in performing the services the Selection Committee shall:

(a) prepare an alphabetical list of those persons determined by the Selection Committee to be qualified, interested and available; and

(b) designate no less than three persons on the alphabetical list considered by the Selection Committee to be best qualified to perform the work required.

(4) Shortlisting. The best qualified respondents shall be based upon the Selection Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed. The Selection Committee shall determine qualifications, interest and availability by reviewing the written responses that express an interest in performing the services, and by conducting formal interviews of no less than three selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determination may be based upon, but not limited to, the following considerations:

- (a) competence, including technical educational and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons, and where applicable, the relationship of construction costs estimates by the person to actual cost on previous projects;
- (b) current work load;
- (c) financial responsibilities;
- (d) ability to observe and advise whether plans and specifications are being compiled with, where applicable;
- (e) record of professional accomplishments;
- (f) proximity to the project involved, if applicable;
- (g) record of performance; and
- (h) ability to design an approach and work plan to meet the project requirements, where applicable.

(5) Interview and Commission Approval. After conducting the formal interviews, the Selection Committee shall list those respondents interviewed in order of preference based upon the considerations listed in subsection (4) above. The respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list. The list of best qualified persons shall be forwarded to the Commission for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.

3. Negotiation Staff. Contract negotiations shall be conducted by the Purchasing Officer unless the Commission directs that negotiations be conducted by a Negotiation Committee.

Negotiation. The Purchasing Officer or the Negotiation Committee shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Purchasing Officer or the Negotiation Committee determines to be fair and reasonable to the City. In making this decision, the Purchasing Officer or the Negotiation Committee shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. As a part of the negotiation, the Purchasing Officer or the Negotiation Committee shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price. Should the Purchasing Officer or the Negotiations Committee be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm will be formally terminated. The Purchasing Officer or the Negotiation Committee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Officer or the Negotiation Committee shall formally terminate negotiations, and then shall undertake negotiations with the third most qualified firm. Should the Purchasing Officer or the Negotiation Committee be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Committee shall select additional firms in order of their competence and qualifications, and the Purchasing Officer or Negotiation Committee shall continue negotiations in accordance with this section until an agreement is reached or until a determination has been made not to contract for services.

4. Cost and price analysis. Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

Section 4.052 OTHER COMPETITIVE SEALED PROPOSALS (non-287.055 services)

1. Conditions for Use. All contracts required by Section 4.05 to be awarded by competitive sealed proposals that are not for the procurement of professional architectural, engineering, landscape architectural, and land surveying services, will be awarded according to the provisions of this section.
2. Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section 4.051.
3. Commission Approval. Proposals anticipated to exceed the threshold established in Section 4 for Competitive Sealed Proposals shall be approved by the City of Bunnell prior to solicitation.
4. Public Notice. ~~Public Notice shall be by publication in a newspaper of general circulation at least twelve (12) working days prior to proposal opening. Notice of the Request for Proposals shall give date, time, and place set forth for the submittal of proposals and~~

~~opening.~~ Adequate public notice of the Request for Proposal shall be given in the same manner as provided in subsection 4.04-3 of this policy for competitive sealed bidding. Notice shall also be sent to those vendors and contractors on the City's MBE/WBE solicitation list.

5. Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services, fee proposal, and other evaluation.
6. Proposal Cancellation or Postponement. The Purchasing Officer may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.
7. Revisions and Discussions with Responsible Offerors. As provided in the Request for Proposals, and under regulations promulgated by the City Commission of the City of Bunnell, discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The Purchasing Officer shall prepare a written summary of the proposals and make written recommendation of award to the City Commission. As a part of the recommendation, the Purchasing Officer shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price.

Award. Award shall be made by the City Commission to the lowest responsive and responsible offer or whose proposal is determined in writing to be the most advantageous to the City Commission of Bunnell, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that is not included in the Request for Proposal.

Section 4.06 SOLE SOURCE PURCHASES

Sole Source Certification. The procurement for all professional services and any contract resulting from a non-competitive procurement process must meet the requirements of 2 CFR Part 200 and Section 287.055 of the Florida Statutes. The City's Purchasing Officer must conduct a cost or price analysis of all proposed prices on sole source purchases, analysis shall include a review of profit as a separate element. Sole source purchases must be approved by DEO in writing.

1. Additional Purchases from Certified Sole Source. The Purchasing Officer may be authorized, after initial sole source certification and DEO approval, to make additional purchases from a sole source vendor for not less than one year or until such time a contrary evidence is presented regarding sole source eligibility, whichever period is less.

Section 4.07 COOPERATIVE PURCHASING

1. State Contracts. The Purchasing Officer is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of Management General Services, subject otherwise to the requirements of this policy.

2. Other Governmental Units. The Purchasing Officer shall have the authority to join other units of government in cooperative purchasing ventures when the best interest of the City would be served thereby, and the same is in accordance with this policy and with the City and State Law.

Section 4.08 BID PROTEST

1. Right to Protest. Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may protest to the City Commission. Protestors shall seek resolution of their complaints initially with the Purchasing Officer and secondly with the City Clerk prior to protesting to the City Commission.
2. Filing a Protest. Any persons who are affected adversely by the decision or intended decision of the City shall file with the Purchasing Officer a notice of protest in writing within 72 hours after the posting of bid tabulation or after receipt of the notice of intended decision; and file a formal written protest within 10 calendar days after he/she filed the notice of protest. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this Section. A written protest is filed with the City when it is delivered to and received in the office of the Purchasing Officer.
 1. The notice of protest shall contain at a minimum: the name of the bidder; the bidders address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest.
 2. The formal written protest shall; identify the protestant and the solicitation involved; include a plain, clear, statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the protestant deems himself entitled by application of such authorities to such grounds.
 3. The protestant shall mail a copy of the notice of protest and the formal written protest to any person with whom he/she is in dispute.
3. Settlement and Resolution. The Purchasing Officer shall; within 14 days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such settlement will have the effect of determining a substantial interest of another party or business, such settlement must be reached in the course of the proceedings provided herein.
4. Protest Proceedings. If the protest cannot be resolved by mutual agreement, the Purchasing Officer shall conduct or designate another to conduct a protest proceeding pursuant to the following procedures:
 - (1) Protest Proceeding Procedures.
 - (a) The presiding officer shall give reasonable notice to all substantially affected persons or businesses. Otherwise petitions to intervene will be considered on their merits as received.
 - (b) At or prior to the protest proceeding, the protestant may submit any written or

physical materials, objects, statements, or affidavits, and arguments which he/she deems relevant to the issues raised.

(c) In the proceeding, the protestant, or his/her representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither direct nor cross examination of witnesses shall be permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.

(d) The judicial rules of evidence shall not apply and the presiding officer shall base his/her decision on such information given in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.

(e) Within seven (7) working days of the conclusion of the proceeding, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such decision of the presiding officer shall be conclusive as to the recommendation to the City Commission.

(f) Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

(2) **Intervenor.** The participation of intervenors shall be governed by the terms of the order issued in response to a petition to intervene.

(3) **Time Limits.** The time limits in which protests must be filed as provided herein may be altered by specific provisions in invitation for bids or request for proposal.

(4) **Entitlement to Costs.** In no case will the protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.

5. **Stay of Procurement During Protests.** In the event of a timely protest under Subsection A of this Section, the Purchasing Officer shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the City Commission makes a determination that the award of a contract without delay is necessary to protect the substantial interest of the City.

Section 4.09 CONTRACT CLAIMS

1. **Authority of the Purchasing Officer to Settle Bid Protests and Contract Claims.** The Purchasing Officer is authorized to settle any protest regarding the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, prior to an appeal to the City Commission or the commencement of an action in a court of competent jurisdiction but may not settle any such protest or claim for consideration of \$1,000.00 or greater in value without prior approval of the City Commission.

2. **Decision of the Purchasing Officer.** All claims by a contractor against the City relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Officer for a decision. The contractor may request a conference with the Purchasing Officer on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

3. **Notice to the Contractor of the Purchasing Officer's Decision.** The decision of the

Purchasing Officer shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached and shall inform the contractor of his appeal rights under section 4.09.

4. Finality of the Purchasing Officer Decision; Contractor's Right to Appeal. The Purchasing Officer's decision shall be final and conclusive unless, within 10 calendar days from the date of receipt of the decision, the contractor files a notice of appeal with the City Commission.
5. Failure to Render Timely Decision. If the Purchasing Officer does not issue a written decision regarding any contract controversy within fourteen calendar days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.

Section 4.10 REMEDIES FOR SOLICITATION OR AWARDS IN VIOLATION OF LAW

1. Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Officer after consultation with the City Attorney, determines that solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
2. Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award contract, the Purchasing Officer after consultation with the City Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
3. After Award. If, after award, the Purchasing Officer after consultation with the City Attorney, determine that a solicitation or award of a contract was in violation of applicable law or ordinance, then;
 - (1) if the person awarded the contract has not acted fraudulently or in bad faith:
 - (a) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the City; or
 - (b) the contract may be terminated, and the person awarded the contract shall be compensated for actual costs reasonably incurred under the contract plus a reasonable profit, but excluding attorney's fees, prior to termination; or
 - (2) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interest of the City.

Section 5 CONTRACT ADMINISTRATION

A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions and specifications of the contract and to ensure adequate and timely follow up of all purchases. The City shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions and specifications of the contract.

Section 5.1 CONTRACT PROVISION

1. Standard Contract Clauses and Their Modification. The City after consultation with the City Attorney, may establish standard contract clauses for use in City contracts. However, the Purchasing Officer may, upon consultation with the City Attorney, vary any such standard contract clauses for any particular contract.

2. Contract Clauses. All City contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Officer after consultation with the City Attorney, may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:
 - (1) the unilateral right of the City to order, in writing, changes in the work within the scope of the contract;
 - (2) the unilateral right of the City to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 - (3) variations occurring between estimated quantities or work in contract and actual quantities;
 - (4) defective pricing;
 - (5) time of performance and liquidated damages;
 - (6) specified excuses for delay or nonperformance;
 - (7) termination of the contract for default;
 - (8) termination of the contract in whole or in part for the convenience of the City;
 - (9) suspension of work on a construction project ordered by the City;
 - (10) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract
 - (a) when the contract is negotiated;
 - (b) when the contractor provides the site or design; or
 - (c) when the parties have otherwise agreed with respect to the risk of differing site conditions;
 - (11) value engineering proposals;
 - (12) remedies;
 - (13) access to records/retention records;
 - (14) environmental compliance; and
 - (15) prohibition against contingency fees;
 - (16) insurance to be provided by contractor covering employee property damage, liability and other claims, with requirements of certificates of insurance and cancellation clauses;
 - (17) bonding requirements as set by the City Commission;
 - (18) causes of and authorization for suspension of contract for improper contractor activity.
 - (19) All contracts, including small purchases, awarded by the City and their contractors where the source of the funds. directly or indirectly, is the federal government, shall contain the following procurement provisions as applicable.
 - (i). Equal Employment Opportunity - All contracts, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall

contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(ii). Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts in excess of \$2000 for construction or repair, when funded in whole or part by monies derived from the Federal government (either directly or indirectly) shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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 subrecipient shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

(iii). Davis-Bacon Act as amended (40 U.S.C. 276a to a-7) - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

(iv). Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - All contracts in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

(v). Rights to Inventions Made Under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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.

(vi). Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - Contracts in excess of \$100,000, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall contain a provision

that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(vii). Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contacts for an amount above \$100,000, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall include a certification by the contracting parties that they have not and will not use 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. and to further require disclosure of any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

- (20) Debarment and Suspension - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Section 5.2 PRICE ADJUSTMENTS

1. Method of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the City:
 - (1) by agreement on a fixed price adjustment before adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) by unit prices specified in the contract or subsequently agreed upon;
 - (3) by costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the City;
 - (4) in such other manner as the contracting parties may mutually agree; or
 - (5) in the absence of agreement by the parties, by a unilateral determination by the City of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the City, subject to the provisions of this Section.
2. Costs or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this Section.

Section 5.3 CHANGE ORDERS/CONTRACT AMENDMENTS

Change orders and contract amendments, which provide for the alteration of the provisions of a contract may be approved by an appropriate person based upon the dollar value of the change or amendment. The purchasing categories thresholds designated in Section 4.01 shall govern the appropriate level of approval.

Section 5.4 ASSIGNMENTS OF CONTRACTS

No agreement made pursuant to any section of this policy shall be assigned or sublet as a whole or in part without the written consent of the City nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the City.

Section 5.5 RIGHT TO INSPECT PLANT

The City may, as its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performances of any contract awarded, or to be awarded, by the City. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving the City.

Section 6 RIGHTS OF THE CITY COMMISSION

Nothing in this policy shall be deemed to abrogate, annul, or limit the right of the City Commission when acting in the best interest of the City. The City Commission reserves the right to reject all bids received in response to a request, to determine in its sole discretion the responsiveness and responsibility of any bidder, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when desirable for public good as long as such action does not violate state or federal law and/or program requirements. All allocated CDBG funds must meet the requirements 2 CFR Part 200 and Sections 255.0525 and 287.055 of the Florida Statutes.

Section 7 CITY PROCUREMENT RECORDS

1. Contract File. Procurement records and files for purchases in excess of the small purchase threshold as fixed at 41 U.S.C. 403(11) shall include the following at a minimum:
 - (a) Basis for contractor selection,
 - (b) Justification for lack of competition when competitive bids or offers are obtained,
 - (c) Basis for award cost or price.All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the City in a contract file.
2. Retention of Procurement Records. All procurement records shall be retained and disposed of by the City in accordance with records retention guidelines and schedules established by the State of Florida and Federal Guidelines. For CDBG related activities that retention period is six years.

Section 8 SPECIFICATIONS

Section 8.1 MAXIMUM PRACTICABLE COMPETITION

All specifications shall be drafted to promote overall economy and encourage competition in satisfying the City needs and shall not be unduly restrictive. The policy applies to all specifications including, but not limited to, those prepared for the City by architects, engineers, designers, and draftsmen.

Section 8.2 USE OF BRAND NAME OR EQUIVALENT SPECIFICATIONS

1. Use. Brand name or equivalent specifications may be used when the City determines that:
 - (1) no other design, performance, or qualified product list is available;
 - (2) time does not permit the preparation of another form of purchase description, not

- including a brand name specification;
 - (3) the nature of the product or the nature of the City requirements makes use of a brand name equivalent specifications suitable for the procurement; or
 - (4) use of brand name or equivalent specification is in the City's best interest.
- 2. Designation of Several Brand Names. Brand names or equivalent specifications shall seek to designate three, or as many different brands as are practicable, as "or equivalent" references and shall further state the substantially equivalent products to those designated may be considered for award.
- 3. Required Characteristics. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.
- 4. Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
- 5. Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence by the Purchasing Director. If sufficient information is provided by the prospective bidder, the Purchasing Director may determine, in writing and prior to the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.
- 6. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products must include in their bid submittal the manufacturer's specifications for those products. Brand names and model numbers are used for identification and reference purposes only.

Section 8.3 BRAND NAME SPECIFICATIONS

- 1. Use of Brand Name Specifications. Since the use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Director makes a determination that only the identified brand name item will satisfy the City needs.
- 2. Competition. The Purchasing Director shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 4.06, Sole Source Purchases.

Section 9 ETHICS IN PUBLIC CONTRACTING

Section 9.1 CRIMINAL PENALTIES

To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall in addition to civil sanctions set forth in this part.

Section 9.2 EMPLOYEE CONFLICT OF INTEREST

1. Participation. It shall be unethical for any City employee, officer, or agent to participate directly or indirectly in a procurement or administration of a contract. A conflict of interest would arise when:

- (1) the City employee, officer or agent;
- (2) any member of his immediate family;
- (3) his or her partner; or
- (4) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The officer's employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, or parties to sub-agreements.

Section 9.3 CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unethical for any City employee who is participating directly or indirectly in the procurement process to become or to be, while such a City employee, the employee of any person contracting with the City of Bunnell.

Section 9.4 USE OF CONFIDENTIAL INFORMATION

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

Section 9.5 GRATUITIES AND KICKBACKS

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any City employee, officer, or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with the decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal theretofore.
2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or behalf a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
3. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall conspicuously set forth in every contract and solicitation, therefore.

Section 9.6 SANCTIONS

1. Employee Sanctions. Upon violation of the ethical standards by an employee, officer or agent of the City, or other appropriate authority may:
 - (1) impose one or more appropriate disciplinary actions as defined in the City Personnel Rules and regulations, up to and including termination of employment; and;
 - (2) may request investigations and prosecution

2. Non-employee Sanctions. The Commission may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:

- (1) written warnings;
- (2) termination of contracts; or
- (3) debarment or suspension as provided in Section 5.1.

Section 9.7 RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS

1. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this policy by a City employee or non-employee may be recovered from both the City employee and non-employee.
2. Recovery of Kickbacks by the City of Bunnell. Upon a showing that a subcontractor made a kickback to prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such a kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

Section 10 FEDERAL POLICY NOTICE

Section 10.1 PATENTS

If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions:

1. Notice to Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or inventions arising out of the contract.
2. Notice by Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

Section 10.2 NOTICE OF FEDERAL PUBLIC POLICY REQUIREMENTS

1. Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:
 - (1) ~~equal employment opportunity;~~
 - (2) ~~affirmative action;~~
 - (3) ~~fair labor standards;~~
 - (4) ~~energy conservation;~~
 - (5) ~~environmental protection; or~~
 - (6) ~~other similar socio-economic programs.~~(1) equal employment opportunity;

- (2) Copeland "anti-kickback" Act;
- (3) Davis Bacon Act;
- (4) Contract Work Hours and Safety Act;
- (5) Americans with Disabilities Act; and
- (6) Other requirements set forth in any contract.

2. Notice. The Purchasing Director shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the Purchasing Director shall include in the contract provisions the requirement that the contractor give similar notice to all of its subcontractors.

Section 11 PAYMENT TO VENDORS

All payment to vendors shall also in accordance with the amended "Prompt Payment Act", Chapter 89-297, Florida Statutes.

Section 12 MINORITY BUSINESS ENTERPRISE PARTICIPATION PROGRAM

1. Purpose and Scope. The purpose of the Minority Business Enterprise Program is to enhance the participation of qualified minority and women-owned businesses in providing goods and services and construction contracts required by the City Commission. This program describes procedures to accomplish this purpose and to monitor and evaluate progress. All Department and Divisions under the jurisdiction of the City Commission are responsible for implementing this program.
2. Positive efforts shall be made by the Corporation to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. The Corporation shall take all of the following steps to further this goal.
 - (i) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - (ii) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - (iii) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - (iv) Encourage, when practical, contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.
 - (v) Use the services and assistance, as appropriate and practical, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.
3. Policy Statement.
 - (1) It is the policy goal of the City that two percent (2%) of the Commission approved

procurement as contained with both operating and capital improvement budgets (exclusive of in-house services and construction) shall be identified and let through the competitive bid process to minority and women businesses and persons. The program is based on an in-depth evaluation of all actual as well as projected procurement (Capital Improvement Projects, equipment, commodities and services) and on the marketplace. Procurement identified to establish a base for this program are not limited to those items only. This evaluation is the main factor in building a realistic program with attainable targets.

(2) All departments and divisions under the jurisdiction of the City Commission are responsible for implementing this program and for making every reasonable effort to utilize MBEs and WBE's when opportunities are available. The Purchasing Officer will take the lead role in this process by taking active steps to encourage minority or women owned businesses.

(3) Regarding the implementation of this policy, it is the Commission's intent to foster economic development in the City's area by establishing its MBE goals based on availability of minority and women-owned businesses located within the City. This is no way intended to limit or restrict competition. Rather, availability of area companies will be used to guide MBE goals. Such geographical preferences may be adjusted, amended or repealed by the City Commission, with or without a public hearing, as deemed necessary.

4. Definition. Minority Business Enterprise (MBE) as used herein, means a business that is owned and controlled at least 51% by one or more minority persons (MBE) or by one or more women (WBE) and whose management and daily operations are controlled by one or more such persons.
5. Administrative Responsibilities. The Purchasing Officer is responsible for the coordination of the Minority Business Enterprise Program and registration.

(1) Capital Improvement Projects

(a) REVIEW

The Purchasing Officer and an appropriate department representative shall review each proposed project or bid to determine potential for utilization of MBE/WBEs and report their finds to the City Commission. This review is based on known availability of capable MBE/WBEs in the area in relation to the scope of the bid package and considers how a project might be broken down into sub-bids.

(b) PRE-BID ACTIVITY

(1) Language regarding the Minority Business Enterprise Program will be inserted into bid specifications to assure that prospective bidders are aware of a requirement to make good faith efforts to utilize MBE/WBEs.

(2) Registered MBE/WBEs, the Minority Contractors Association and other organizations for minority and women owned businesses will be notified in writing regarding pre-bid conferences where information on project scope and specifications will be presented, along with other types of technical assistance.

(3) Upon request available plans and specification will be provided to MBE/WBE associations along with any special instructions on how to pursue

bids.

(4) Majority (prime) contractors on a bid list will be sent a letter outlining the Minority Business Enterprise Program procedures, the supportive documentation required for submittal with their bid, and a list of MBE/WBE contractors on the bid list.

(5) Prior to award the Prime Contractor must provide documentation on attempts to solicit participation from MBE/WBE firms.

(6) The Prime Contractor attempts to utilize MBE/WBE firms during the project must be documented as part of the Prime's contract award responsibilities under this program. Documentation to include but not limited to requests for bids, bids received and justification for not utilizing MBE/WBE firms when bid amounts received are comparable.

Failure to keep these commitments will be deemed noncompliance with the contract and may result in a breach of contract.

(2) Contractor Responsibilities

(a) Contractors must indicate all MBE/WBEs, contacted for quotes regarding a particular scope of work and submit a completed "Intent to Perform" sheet containing information and documentation obtained from each MBE/WBEs.

(b) A contractor who determines that a MBE/WBEs, names in the bid submittal, is unavailable or cannot perform, will request approval from the Purchasing Officer to name an acceptable alternate. Such requests will be approved when adequate documentation of cause for the change is presented by the contractor.

(c) A contractor's MBE/WBE plan will utilize MBE/WBEs to perform commercially useful functions in the work bid. A MBE/WBE is performing a commercially useful function when it is responsible for the management and performance of a distinct element of the total work.

(d) Contractors are required to make good faith efforts to obtain MBE/WBE participation when so stipulated by bid specifications and/or contracts. If these efforts are unsuccessful, the contractor will submit a non-availability or refusal to participate and will request waiver of MBE/WBE participation.

(e) The contractor who is the successful bidder will attend pre-construction conferences with appropriate City representatives to review the project scope and the MBE/WBE utilization plan.

(f) The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Commission approval and are contingent on contractor documentation of MBE/WBE involvement in the change requested and documentation of cause for these changes.

6. Joint Venture Responsibilities

Definition of Joint Venture - A business arrangement in which two or more parties agree to pool their resources for the purpose of accomplishing a specific task. All parties agree to share in the profit and losses of the enterprise.

(a) All joint ventures between minority and non-minority contractors must meet the "joint venture" definition included in the policy.

(b) The use by MBE/WBEs or prime contractors of "minority fronts" or other fraudulent practices which subvert the true meaning and spirit of the Minority Business Enterprise Program, will not be tolerated and may result in termination of participation.

(c) A joint venture consisting of minority and non-minority business enterprise will be credited with MBE/WBE participation on the basis of the percentages of the dollar amount of the work to be performed by the MBE/WBEs.

(d) Contracts subject to this policy shall contain provisions stating that liquidated damages may be assessed against the general contractor and/or the MBE/WBE specifications in the contract(s). Such liquidated damage provisions shall be in a form approved by the Commission.

7. Fulfilling MBE/WBE Participation Requirements

For the purpose of this policy, a general contractor may utilize the services of a MBE/WBE subcontractor, manufacturer, and/or supplier in estimating and satisfying the scope of work, provided that written contract/agreement is executed between the general contractor and the subcontractor, manufacturer, and/or the supplier.

8. Payment

(1) Payment will be expedited by the City Commission within thirty (30) days upon completion and acceptance of the project. Special consideration may be given to hardship cases upon notification by MBEs/WBEs.

(2) The City will provide work progress payments to all business at the completion and subsequent acceptance by Commission representatives within various stages of a particular project.

9. Waiver of Bid Bond Requirements.

The Commission may, at its discretion, waive any of the requirements of this Section when it is determined to be in the best interest of the City.

10. Bid List.

A bid list for the purpose of bid solicitations shall be maintained by the City. The list shall consist of firms that apply.

(1) The City may remove firms from the bid list for any of the following reasons:

- (a) consistent failure to respond to bid invitations (three (3) consecutive instances) within the last eighteen-month period; or
- (b) failure to update the information in file including address, product or service description or business description.

(2) The Commission may remove firms from the bid list for the following reasons:

- (a) failure to perform according to contract provisions;
- (b) conviction in a court of law of any criminal offense in connection with the conduct of business.
- (c) clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals or the awarding of contracts.
- (d) clear and convincing evidence that a vendor has attempted to give a Commission employee, officer or agent a gratuity of any kind for the purpose of influencing recommendation or decision in connection with any part of the City Commission purchasing activity;
- (e) violation of circumvention of the Minority Business Enterprise Program; or
- (f) other reasons deemed appropriate by the City Commission

(3) This policy is consistent with the City's Purchasing Policy. Wherever conflicts may exist, the provision in this Purchasing Policy will prevail.

11. Reporting.

The Purchasing Officer or appropriate person will report, at least annually, to the Commission on the Status of the Minority Business Enterprise Program. Records will be maintained reflecting participation of local minority and women owned businesses and shall be reported.

12. Severability Clause.

Each separate provision of this program is deemed independent of all other provisions herein so that if any provision or provisions be declared invalid, all other provisions hereof shall remain valid and full force and effect.



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 8/12/2021 Amount:
Department: City Manager Account #:
Subject: Interlocal Agreement for Use of the Government Services Building Chambers
for Public Meetings and Ground Space for the City Police Department Under
Emergency Conditions.
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Proposed ILA	Exhibit

Summary/Highlights:

The City has approached the County about the use of space once we have to vacate 201 W. Moody Blvd.

This Interlocal Agreement is being heard by the Flagler County Board of County Commissioners on August 16, 2021. If the County Commission requests changes to the proposed ILA, staff will need to discuss the changes at the meeting as the City's agenda publishes the same day this is being heard.

Background:

City Manager Dr. Alvin Jackson contacted the County staff regarding the use of the Government Services Building Board Chambers and the First Floor Conference Room, if and when the City Administration is sold.

The City has also requested ground space on which to install two modular units to be used as the headquarters of the City's police department. County staff has identified space for the police department headquarters between the employee clinic and the General Services Building.

Staff Recommendation:

We are recommending to enter into Interlocal Agreement with the County for limited uses of the Chambers and First Floor Conference Room when and if needed, and the use of land for the its police department. The City will provide the County with a lump sum of \$30,000.00, which the

County will use to provide electric power, potable water, exterior fencing, climate controlled evidence building and Wi-Fi hook-ups to two modular units, which shall be provided by the City for use as its Police Department headquarters. The Site will be separately metered for utilities, and the City is solely responsible for the cost of its utilities. The City will provide the County \$250.00 per month for internet services for the duration of this agreement.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

\$30,000 will need to be paid to the County in this fiscal year and will come from reserves. The \$250/mo. for internet plus funding for water, sewer, electricity, insurance and other operating costs has been included in next year's budget.

City Manager Review/Recommendation:

Reviewed and approved for agenda

**INTERLOCAL AGREEMENT
BETWEEN FLAGLER COUNTY, FLORIDA AND
THE CITY OF BUNNELL, FLORIDA
FOR LIMITED USE OF THE GOVERNMENT SERVICES COMPLEX UNDER
EMERGENCY CONDITIONS**

THIS INTERLOCAL AGREEMENT is entered into between the City of Bunnell ("City"), and the Flagler County Board of County Commissioners ("County") to provide for limited use of the Flagler County Government Services Complex ("GSB") located at 1769 E. Moody Blvd, Bunnell, Florida 32110, under emergency conditions as provided herein.

WHEREAS, the City has advised the County that City is experiencing a critical emergency situation due to a mold infestation rendering its central government offices uninhabitable; and

WHEREAS, the City also has advised the County that the City has no immediately available, suitable space to hold public meetings and for headquarters of the City's police department; and

WHEREAS, this emergency situation, if not remedied immediately, will have a severe, adverse impact on the citizens of Bunnell, their safety, and particularly on their ability to transact business with their City government; and

WHEREAS, the City has requested the County to make available the chambers of the Government Services Building for public meetings, as well as ground space at the Government Services Complex for a modular building to house the City's police department on an interim, emergency basis—both uses being for a period not to exceed 24 months to allow the City government to continue to function while the City explores alternatives for a longer term occupancy; and

WHEREAS, in times of emergency, the County is committed to providing mutual aid to public agencies and especially for its municipalities; and

WHEREAS, the City agrees to use its best efforts to find an alternative, long-term solution for hosting its public meetings and for the headquarters of its police department; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and provisions contained herein, and agreeing that the foregoing findings and premises are true and correct, the City and County enter into this Interlocal Agreement to define their respective responsibilities and terms of use for the chambers for public meetings and ground space at the Government Services Complex during this interim, emergency period (hereafter "Agreement") as follows:

1. Use of GSB Chambers. The County will allow the City to immediately utilize the meeting chambers on the first floor of the Government Services Building and

first floor overflow room (the “Chambers”) for the conduct of public meetings of the City, subject to the terms herein.

A. The City understands that the County is party to an interlocal agreement with the Flagler County School District for the shared construction and use of the GSB. As such, the County and the Flagler County School District (the “School Board”) shall have first priority in use of the Chambers. The City must schedule its public meetings so as not to conflict with the use of the Chambers by the County, the School Board, or any of their respective advisory boards, panels, committees, or employees. The City will obtain the prior approval of the County and School Board for the City’s meeting schedule, including for any ad hoc meetings convened by the City outside of its normal, published schedule. In the event a scheduling conflict arises due to an unexpected or emergency meeting of the County or School Board, the City agrees to cancel or reschedule its meeting to a time without conflict.

B. The City must designate employees for use of the County’s audio-visual equipment in the Chambers (“AV Equipment”). The County must train the City’s designated employees in use of the AV Equipment prior to the City’s utilization of the AV Equipment. Only those City employees so designated and trained may utilize the AV Equipment. The City will be responsible for the reasonable cost of repair or replacement of any AV Equipment proven to have been damaged by the City.

C. The front doors of the GSB will provide the only access to the GSB for the City’s use of the Chambers. For each public meeting of the City in the Chambers, the City must provide, at its own expense, at least one security official in the Chambers and, for meetings after normal business hours, one in the GSB lobby. The security official in the lobby will ensure that visitors after normal business hours remain on the first floor and do not access offices at the GSB. This regulation of visitors shall not apply to employees or officials of the County or School Board conducting business at the GSB. For public meetings of the City after regular business hours, the City’s security officials will also be responsible for locking the front doors after the conclusion of the meetings.

2. Ground Space for Police Department. The County will provide the area depicted in Exhibit A, attached hereto and incorporated herein, for the use by the City for a temporary police department headquarters, subject to the terms herein (the “Site”). The County will also provide secure space for evidence storage. For the duration of occupancy, the County will not collect a rental fee and will provide the space as a form of a public assistance grant to the City.

A. The City will provide the County with a lump sum of \$20,000.00, which the County will use to provide electric power, potable water, and Wi-Fi hook-ups to two modular units, which shall be provided by the City for use as its Police Department headquarters. The Site will be separately metered for utilities, and the City is solely responsible for the cost of its utilities. The City will provide the County \$250.00 per month for internet services for the duration of this agreement.

B. The County's responsibilities with respect to the Site is limited to the specific matters set forth herein. All other costs and labor required to furnish, equip, and operate the temporary headquarters shall be borne by the City.

C. The City is responsible for any permitting that may be required for setting up the headquarters and utilizing the Site, and the County agrees to cooperate and execute any documents necessary to obtain such permits provided the construction or installation plans authorized by the permits have been approved by the County.

D. Before installing any modular units, the City will provide a site plan to the County for approval. The site plan need not be engineered. The City will also obtain prior written approval of the County Administrator prior to making any physical alterations to the Site for the duration of this Agreement.

E. The Police Department Site will be used as an administrative headquarters. No prisoners or evidence will be housed or stored at the Police Department Site. The separate building to be used for evidence storage will not have any permanent modifications made to it, including building penetrations and permanent mountings. The County will provide reasonable security and access control to the evidence storage facility.

F. At the conclusion of its use of the Police Department Site, the City will be solely responsible for the cost of vacating the site, removing the modular units, and restoring the site to the condition prior to its taking possession of the Site, ordinary wear and tear excepted.

3. Miscellaneous Provisions.

A. The City and County agree that nothing contained herein is intended or should be construed as creating or establishing a principal/agency relationship between them, or as constituting either the City or County as the agent, representative, or employee of the other for any purpose or in any matter whatsoever. The governmental separateness and independence of the City and County, including the separateness and independence of their respective staffs, shall be observed and maintained at all times.

B. The City agrees to indemnify the County and its employees and agents from and against any and all claims, suits, demands or causes of action, arising out of, or in connection with the City's use of the GSB, the Chambers, and the Site during the term of this Interlocal Agreement caused by any act or omission of the City, its employees and agents which acts or omissions cause injury to any person or to property. This indemnity does not modify the limits of §768.28, Fla. Stat., and shall not benefit third parties.

C. The City agrees to maintain property and liability insurance for its use of the GSB and the Site in the same amounts and for the same coverages as it has for City Hall and the prior Police Department headquarters.

D. In the event that any disputes arise regarding the operation, use, or maintenance of the Chambers or the Site, the matter shall be referred to the City Manager and County Administrator for informal resolution.

E. This Interlocal Agreement shall be recorded with the Clerk of the Circuit Court.

F. The County agrees to provide space for EOC operations and bunk facilities for employees while activated.

APPROVED this 16th day of August, 2021, by the Flagler County Board of County Commissioners.

**BY THE COUNTY
FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS**

ATTEST:

Donald T. O'Brien Jr., Chair

Tom Bexley, Clerk of the Circuit
Court and Comptroller

APPROVED AS TO FORM:

Al Hadeed, County Attorney

[Signature page to follow.]

APPROVED this _____ day of _____, 2021, by the City of Bunnell, Florida.

**BY THE CITY OF BUNNELL, FLORIDA
CITY COMMISSION**

ATTEST:

Catherine D. Robinson, Mayor

Kristen Bates, City Clerk

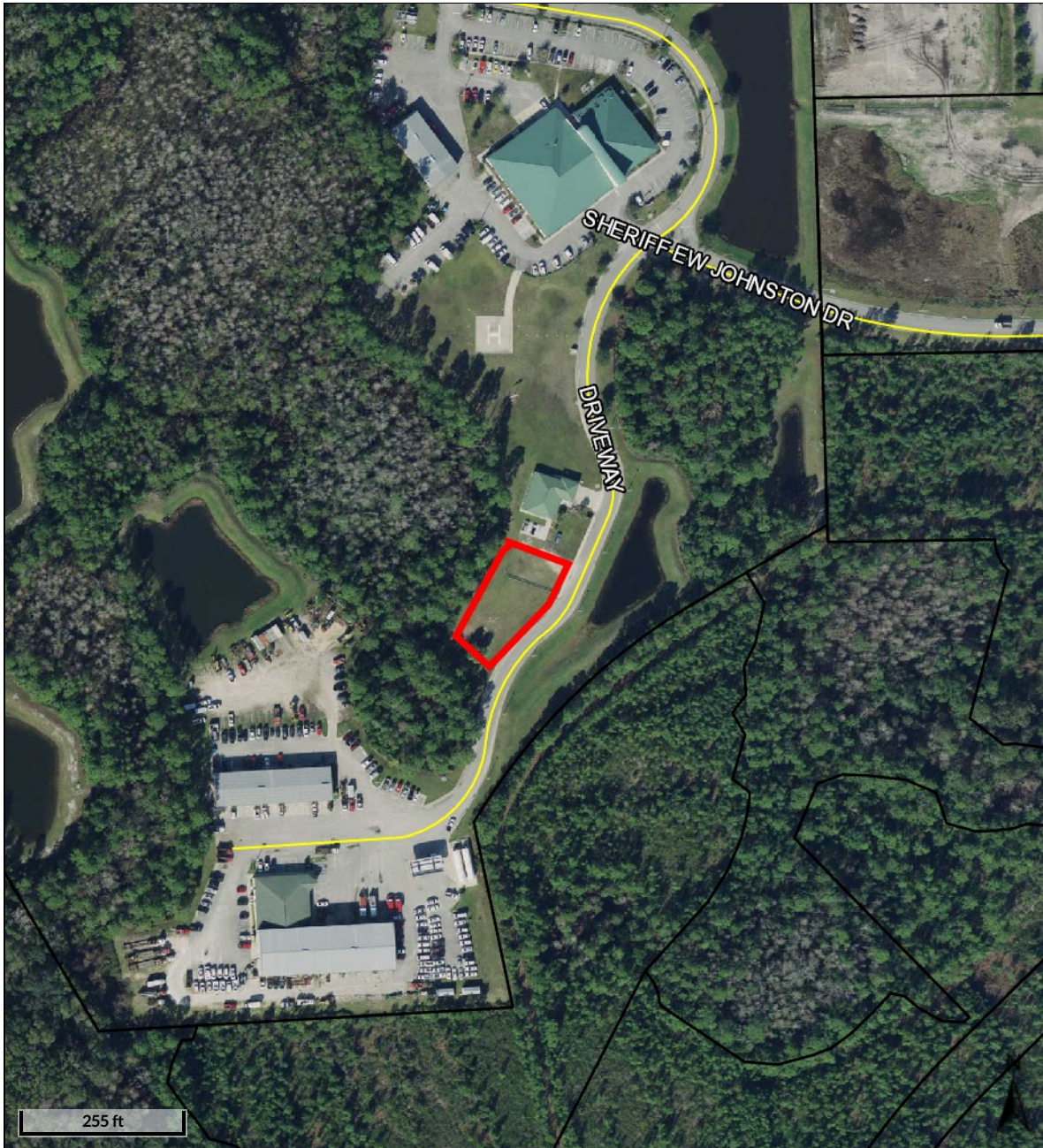
APPROVED AS TO FORM:

Wade Vose, City Attorney

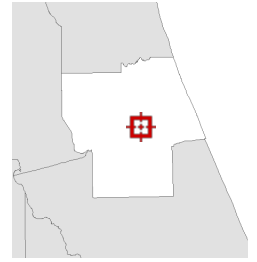


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Flagler County, FL Property Appraisers Office



Overview



Legend

- Parcels
- Roads
- MLS Listings
- Streams and River

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City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 8/12/2021

Amount: \$6,857 One Time, and \$400 per month.

Department: IT

Account #: Various

Subject: Fiber Optic Internet Access at Water Plant

Agenda Section: New Business:

Goal/Priority: Technology

ATTACHMENTS:

Description	Type
Draft Agreement	Contract
Terms and Conditions	Contract
Contract Addendum	Contract

Summary/Highlights:

In light of the property at 201 W. Moody Blvd. possibly going up for sale, it is necessary to relocate the servers. The most stable building the City currently has is the water treatment plant. In order to maintain connectivity to the servers it is necessary to upgrade the internet connection at the water plant.

Background:

The buildings located at 201 W. Moody Blvd, where the majority of the City servers are currently located, is up for sale. Connectivity to the servers, both remote, and via the network will need to be maintained. Therefore the servers need to be relocated.

The water treatment plant has a communications room with air conditioning, and an automatic backup generator (unlike the current City Hall which has to be activated manually). Space in the communication room of the plant is a little tight, but an additional equipment rack can be placed in the facility.

The plant currently has a coax internet connection with one speed for downloads, and a much slower speed for uploads. This will cause issues primarily for our remote users.

This agreement will in essence move the existing fiber optic connection from 201 W. Moody Blvd. to the water plant. The \$6,857 one time charge is the construction costs to extend the fiber to the property and into the building. This amount will be charged to 001-0519-519 account. The

ongoing monthly charges are currently included in the budget.

Please note, the attached document does not show the one time charge. After discussions with staff, it was decided to pay the construction costs up front instead of the monthly reoccurring in the attached document. The vendor is getting the revised correct document to us. However the terms and conditions, and our standard Non-Appropriations addendum will be the same on the new document once received.

Staff Recommendation:

Staff recommends approval of the attached agreement.

City Attorney Review:

Approved as to form with Bunnell's standard contract Addendum.

Finance Department Review/Recommendation:

The construction cost of \$6,857 will be paid in this year's budget from reserves. The monthly ongoing service is already budgeted.

City Manager Review/Recommendation:

Reviewed for agenda



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information

Spectrum Enterprise
12405 Powerscourt Drive
St. Louis, MO 63131

Contact: Stephanie Roberts
Telephone: 407-415-8083
Email: stephanie.roberts@charter.com

Customer Information

Customer Name
CITY OF BUNNELL FL

Order #
12699585

Address
P.O. BOX 756 Bunnell FL 32110

Telephone
(386) 437-7500

Email:
crobinson@bunnellcity.us

Contact Name
CatherineRobinson

Telephone
(386) 437-7500

Email:
crobinson@bunnellcity.us

Billing Address
P.O. BOX 756 Bunnell FL 32110

Billing Contact Name
Donnie Wines

Telephone
(386) 437-7500

Email:
dwines@bunnellcity.us

NEW AND REVISED SERVICES AT 100 Utility Dr , Bunnell FL 32110

Service Description	Contract Term	Quantity	Sales Price	Monthly Recurring Charges
Fiber Internet 30Mbps	36 Months	1	\$ 625.00	\$ 625.00
Up to 5 Static IP Addresses	36 Months	1	\$ 0.00	\$ 0.00
TOTAL*				\$625.00

ONE TIME FEES AT 100 Utility Dr , Bunnell FL 32110

Service Description	Quantity	Sales Price	Install One Time Charge
FIA Installation	1		\$ 0.00
TOTAL*			\$0.00



1. **TOTAL FEES.** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Prices for Services do not include taxes, surcharges, or other fees.
3. **NO UNTRUE STATEMENTS.** Customer represents and warrants to Spectrum that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Spectrum contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
4. **SPECIAL TERMS.**

Non-Appropriations

For purposes of this Service Order only, the parties hereby agree to the following provision:

Non-Appropriation of Funds. Notwithstanding anything to the contrary, if the funds Customer requests for services under a service order for a fiscal year are not appropriated (a 'Non-Appropriation'), Customer shall have the right to terminate, without penalty, such services at a service location listed on such service order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all services provided by Spectrum pursuant to the service agreement or applicable terms; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly cease all use of any software provided by Spectrum hereunder for such service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any equipment not returned in accordance with this paragraph. Except as specifically modified herein, all other terms and conditions of the agreement and/or applicable terms shall remain unamended and in full force and effect.

The Parties have caused their duly authorized representatives to execute this Service Order.

CUSTOMER SIGNATURE

Signature:_____

Printed Name:_____

Title:_____

Company:_____

Date:_____



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COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Attachments hereto ("Attachment(s)"), and all other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum's services (each a "Service" or collectively the "Services") and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to as a "Party" or collectively as the "Parties." Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

GENERAL

1. SERVICE AGREEMENT TERM. The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the "Term").

2. SERVICES. Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

3. ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

4. AVAILABILITY OF FACILITIES. Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without additional expense, suitable facilities, third party connections, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. If Spectrum is unable to secure and retain such items in accordance with the foregoing, Spectrum may decline to accept or cancel a Service Order upon notice to Customer in accordance with Section 5(f). Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

5. SERVICE LOCATION ACCESS AND INSTALLATION.

(a) Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

(b) Installation Review. Spectrum may perform, either before or after acceptance of a Service Order, an installation review (including a review of Customer's inside wiring) of each proposed Service Location prior to installation of the Services to determine the serviceability of such network location and/or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location. If during the installation review, review of available facilities and access, site preparation, or installation activities described herein, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps.

(c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space, inside wiring, and clean power all as is reasonably necessary for the installation, operation, and delivery of Spectrum Equipment and Services at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, inside wiring, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Services that would otherwise be available for Customer's use.

(d) Installation. Spectrum will schedule one or more installation visits with Customer. At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum's inability to obtain access to equipment at the Service Location as necessary for installation of the Service, or (iv) Customer's Equipment (as defined herein) being inadequate to interconnect with the Services, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

(e) Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

(f) Service Order Revisions and Cancellations. If, either before or after a Service Order is executed, or during the course of this Agreement, Spectrum determines that: (i) there is a lack of available service as detailed in Section 4, or the criteria outlined in Section 5 are not met; (ii) additional work is necessary to enable Spectrum to deliver the Services to the Service Location; (iii) access, transmission medium, equipment, adequate transmission capacity, services from or interconnection with the services or facilities of other providers, would require an additional cost or are unavailable; (iv) Customer's inside wiring is causing signal leakage which violates the Federal Communications Commission's guidelines; or (v) there is any other cause beyond Spectrum's control that causes an adverse effect on Spectrum's ability to provide the Service, then Spectrum may, at Spectrum's sole discretion, either decline to accept or cancel a Service Order. Alternatively, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Spectrum notifies Customer that additional Service Charges will apply and if Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to cancel the applicable Service Order or, if no Service Order has been executed, Spectrum has the right to decline to accept a pending Service Order.

6. EQUIPMENT.

(a) Equipment Responsibilities and Safeguards. Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software on the Spectrum Equipment not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior

consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.

(b) Customer Security Responsibilities. Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

(c) Equipment Return, Retrieval, Repair, and Replacement. Upon termination or expiration of this Service Agreement or Service Order(s) ("Termination"): Customer shall immediately cease all use of and promptly return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software"). Additionally at the discretion and direction of Spectrum: (x) Customer shall return the Spectrum Equipment to Spectrum; (y) Customer shall allow Spectrum to retrieve the Spectrum Equipment, which Spectrum Equipment must be in the condition in which the Spectrum Equipment was originally received by Customer, subject to ordinary wear and tear; or (z) Spectrum may choose not to recover all or certain portions of the Spectrum Equipment at the Customer's Location

If, upon Spectrum's request, Customer fails to return the Spectrum Equipment, or does not allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated, Spectrum may, at its discretion charge to Customer's an account equal to: (i) Spectrum's then-applicable unreturned equipment charge, or the retail cost of replacement of the unreturned Spectrum Equipment; plus (ii) any and all costs and expenses associated with Spectrum's unsuccessful attempts to retrieve the Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of the Spectrum Equipment. The proper disposition of any Spectrum Equipment that is not returned to, or recovered by, Spectrum will be the sole responsibility of Customer, and must be in accordance with applicable laws. The foregoing Customer obligations will survive the termination of Service.

7. STANDARD PAYMENT TERMS. Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "Service Charges").

(a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

(b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation.

Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

(c) Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

(d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from Spectrum's Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.

(e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

(f) Credit Verification. Spectrum shall have the right to verify Customer's credit standing at any time.

(g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("Bundle"), then the following conditions shall apply:

- i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
- ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.

8. ADMINISTRATIVE WEB SITE. Spectrum may, at its sole option, make one or more administrative web sites, including without limitation www.spectrum.net, available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site. Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.

9. SUPPORT. Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair, and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware, or software for the use of Spectrum Service or third party services.

Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7(d).

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

(a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.

(b) No Reselling. Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.

(c) No Illegal Purpose or Unauthorized Access. Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

(d) No Interference. Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes, other Services, or third-party providers. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

(e) Applicable Laws. With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.

(f) Acceptable Use. As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission.

For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

11. PERFORMANCE. Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS. Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.

13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

(a) Default. A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").

(b) Mutual Termination Rights. Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

(c) Termination for Convenience by Customer. Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.

(d) Spectrum's Right to Suspend. Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(e) Termination Charges. Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

(f) Survival. The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.

14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

(a) **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY

KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

(b) LIMITATION OF LIABILITY. WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

15. INDEMNIFICATION. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- (a)** Customer's misuse of the Service,
- (b)** Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
- (c)** Personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.

Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

16. COMPLIANCE WITH LAWS. As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement.

Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement.

The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.

17. REGULATORY CHANGES. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs or rate schedules with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff or rate schedule shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

18. ARBITRATION. This Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Customer agree to arbitrate disputes and claims arising out of or relating to this Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Service Agreement may be combined with a claim subject to resolution before a court of law. THIS SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

(a) A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Service Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

(b) EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds \$75,000, either Party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal.

The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless

Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the Borough of Manhattan, City of New York.

(c) CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding.

(d) Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Service Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

(e) EXCLUSIONS. CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- i. ANY INDIVIDUAL ACTION BROUGHT BY CUSTOMER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

(a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

(b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.

(c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

20. PRIVACY. Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at <https://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described

in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21. NOTICES.

(a) Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses

If to Spectrum:

Charter Communications Operating, LLC
ATTN: Commercial Contracts Management
Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

(b) Disconnect Notice. Customer may disconnect a Service or all Services under the Services Agreement by following the instructions available at this link: <https://enterprise.spectrum.com/support/faq/account/how-to-cancel-service.html> (such instructions in the link may be updated from time to time).

22. MISCELLANEOUS.

(a) Entire Agreement. This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of Spectrum Services. Spectrum may change or modify the Terms of Service at any time by posting revised Terms of Service to the Spectrum website at <https://enterprise.spectrum.com/> or such other URL as Spectrum may specify from time to time (the "Spectrum Website"). The revisions to the Terms of Service are effective upon posting to the Spectrum Website. Customer may receive notice of any revisions to the Terms of Service by email or in the next applicable invoice. Customer shall have thirty (30) calendar days from the date of the notice to provide Spectrum with written notice that the revisions to the Terms of Service materially and adversely affect Customer's use of the Services. If after notice Spectrum is able to verify such material adverse effect, but is unable to reasonably mitigate the impact on such Services, then Customer may terminate the impacted Services and Service Order(s) without further obligation to Spectrum beyond the termination date, including Termination Charges, if any, as its sole and exclusive remedy. Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs online product descriptions, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of this Service Agreement.

(b) Signatures; Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.

(c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control.

To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.

(d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.

(e) Severability. To the extent any term, covenant, condition or portion of this Service Agreement is held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

(f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

(g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of New York shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Except as otherwise specified in Section 7(e), any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

(h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective Parties, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

(i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.

(j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

Attachment A
Spectrum Business TV and Enterprise TV Service
(collectively, "TV Service")

Spectrum Business TV Service: Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer's use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or Epix, or Customer premise equipment such as DVRs (collectively, "Premium Services").

Spectrum Enterprise TV Service: Spectrum Enterprise shall provide the customized multi-channel video programming service ("Enterprise TV Service") to Customer's Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. Music Programming. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.

2. Spectrum Equipment. Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals ("Connections") or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.

3. Provision of Service. Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.

4. Restrictions. Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum's prior written consent.

5. Service Inspection. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, or verify the estimated viewing occupancy. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages

and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.

6. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.

7. Charges. Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

8. End User Support. Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.

9. Set Back Box. Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:

1. Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.

2. If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.

10. SpectrumU Service. SpectrumU is an online video service ("SpectrumU TV") that is accessible via a compatible browser or supported digital media streaming device that permits authorized users to stream video content while connected to Customer's network. Spectrum cannot guarantee that every browser or digital media streaming device operator will make the SpectrumU TV application available on its platform, now or in the future, and therefore unavailability of the SpectrumU TV application on any particular third-party digital media streaming device or browser is not a breach of this Agreement.

(a) Many factors outside of Charter's control affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality and utilization of Customer's network, service attacks, and the authorized user's device.

(b) Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms prior to using or downloading SpectrumU TV.

(c) Spectrum may require that authorized users update the SpectrumU TV application from time-to-time in order to continue use of SpectrumU TV.

Attachment B

Spectrum Business Voice Service, PRI/SIP Trunking Service **(collectively "Voice Services")**

Spectrum Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and Unified Communications (collectively, "Hosted Communications Services")

DESCRIPTION OF SERVICES:

Voice Services:

Spectrum Business Voice Service: If Customer selects to receive Spectrum Business Voice Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully below and in the applicable Service Order.

SIP Trunking Service: If Customer selects to receive the SIP Trunking Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol ("SIP") connection to the Customer's private branch exchange (including any non-Spectrum switch, collectively, "PBX") or other Customer Equipment, and a variety of features, as described more fully below and in the applicable Service Order.

PRI Trunking Service: If Customer selects to receive PRI Trunking Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface ("PRI") connection to Customer's PBX or other Customer Equipment, and a variety of features, as described more fully below and in the applicable Service Order.

Trunking Service: Trunking Service shall mean SIP Trunking Service and/or PRI Trunking Service, as applicable.

Analog Lines Over Fiber Service: If Customer selects to receive Analog Lines over Fiber Service, Customer will receive voice and call processing services via an analog connection to the Customer's PBX that is equipped with an analog line card interface or other analog line based Customer Equipment like a fax machine. A variety of features, including line hunting, are offered, as described more fully below and in the applicable Service Order.

Toll-Free Service for Spectrum Trunking: If Customer selects Spectrum Toll-Free Service for use with Trunking Service, Customer will receive voice service consisting of one or more toll-free numbers and access to a variety of optional screening and routing features including:

- Origination Screening: Allows or disallows an originating call made to a single toll-free number based on the originating Number Plan Area (NPA) and/or prefix (NXX) of the caller.
- Origination Routing: Routes an originating call made to a single toll-free number to a pre-determined Direct Inward Dialing (DID) number location based on the originating NPA and/or NXX of the caller.
- Schedule-Based Routing: Routes an originating call made to a single toll-free number to a pre-determined DID number location based on the time of day, day of week or day of year.
- Percentage Call Allocation: Routes an originating call made to a single toll-free number to any of two or more pre-determined DID number locations based on the Customer's allocated traffic percentage between the DID number locations.
- Toll-Free Dialed Number Identification Service (DNIS): Provides the original called toll-free number to the terminating location, if the toll-free number/call is terminated to the Spectrum Trunking Service.

Note: Spectrum Toll-Free Service must terminate to a Spectrum Trunking Service. Not all Toll-Free Service features may be available in all areas.

E911 Location Plus: If Customer selects Spectrum E911 Location Plus for use with Trunking Service, Customer may add or manage station level address information (for example, floor, suite, or office number) for telephone numbers at a Service Location for Customer's E911 address records through use of the E911 Location Plus self-service web portal. E911 Location Plus may be used by a Customer operating its own multi-line telephone system in an office or apartment building, or other similar building environment that wishes to provide location information for its station level telephone numbers.

Spectrum Hosted Communications Services:

Spectrum Hosted Voice Service: If Customer selects Hosted Voice Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance described more fully below and in the applicable Service Order.

Spectrum Hosted Voice for Hospitality Service: If Customer selects Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully below and in the applicable Service Order.

Spectrum Hosted Call Center: If Customer selects to receive Spectrum Hosted Call Center Service; Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii)

voice service technical assistance, as described more fully below and in the applicable Service Order.

Unified Communications Service: If Customer selects Unified Communications Service, Customer will receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, (iv) conferencing, and (v) web collaboration service, or other features as described more fully below and in the applicable Service Order. Unified Communications Services may also be available in personal computer, mobile phone, and tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service (i.e., "soft phone service"). If Customer elects a soft phone service, it will be offered as a separate inbound and outbound service and Customer must choose one or both services prior to installation. Customer may later modify its selection in writing. If Customer or an End User accesses the Hosted Communications Services through use of an application, certain features, functionalities, or capabilities, such as two-way calling, may not be available. 911 CALLING WILL NOT BE AVAILABLE WITH SOFT PHONE SERVICE. When using such an application, Customer and End Users are subject to the terms of such application and the terms of this Service Agreement (including this Attachment). Changes made to the features, functionalities, capabilities of the Unified Communications Service, or to an application accessing Spectrum Hosted Communications Service, shall be in Spectrum's sole discretion.

Unified Communications over Wireless Internet Backup: If Customer selects Unified Communications over Wireless Internet Backup Service, Customer will receive Wireless Internet Backup Service as described in Attachment G for Unified Communications Service provided at Customer's location(s) specified in an applicable Service Order. Unified Communications over Wireless Internet Backup Service is subject to availability and the terms and conditions in Attachment G and the applicable Service Order.

Service Descriptions: Spectrum's Voice Services and Hosted Communications Services listed above are described in Customer's Service Order, and/or in Spectrum's usage pricing plans, and online product descriptions, as applicable, on Spectrum's website at <https://enterprise.spectrum.com/services/voice.html>.

COMMUNICATIONS SERVICES TERMS AND CONDITIONS:

Customer's use of the Voice Services and Hosted Communications Services (collectively, "Communications Service") is subject to the following additional terms and conditions:

1. Availability of Facilities and Service Modifications:

(a) Services and associated products, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services at Customer's expense. Customer must pay for any special construction prior to the activation of service and/or cancellation of contract.

(b) Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum Equipment; (ii) to sell, resell, sublicense, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Communications Services or any component or combination thereof; or (iii) in any manner that results in non-standard calling patterns or practices, including but not limited to, use of the Communications Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting for services with unlimited local and long distance calling plans, and PBX hacking or modem hijacking resulting in excessive usage of long distance service (collectively, "Prohibited Use"). In addition, Prohibited Use shall include augmentation of the Communications Service or Communications Service features, in any way as to change the functionality of the Communications Service or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of this Service Agreement. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer's long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle.

(c) Spectrum may, from time to time, offer additional Communications Service features or functionality, or discontinue certain Communications Service features or functionality. Information about these features or functions will be available at <https://enterprise.spectrum.com/services/voice.html>. These additional Communications Services, features, or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.

2. Customer-Premise Equipment: Communications Services may require Customer-premise equipment. If required, Spectrum will supply such equipment for so long as Customer remains a Communications Service Customer. Depending on the Communications Service plan, there may be a monthly charge for the equipment. Upon termination of Communications Service for any reason, Customer shall return the Spectrum-supplied equipment within thirty (30) days or Customer will be charged an equipment fee equal to the fee charged by Spectrum at the time the equipment was supplied by Spectrum. An exception to this return policy is when the equipment is also supporting Internet service, in which case Customer may continue to use the equipment until such time as Internet is no longer provided or Spectrum requests a substitution of the equipment.

3. Communications Service Limitations:

(a) Unavailable Services; Call Blocking, Fraud, and N11. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum may use network management practices to block calls that have unassigned, invalid, or fraudulent numbers, that are identified as spam or malicious, that have suspicious calling patterns, or as otherwise permitted by applicable law. Calls blocked using these network management practices will not be delivered to Customer. Spectrum also blocks access to calls with 900 and 976 area codes and to international chat lines. Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services. In addition, certain "N11" services (three digit dial codes such as 211) may not be available in all serving areas.

(b) Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Service as the connection between a security system and central monitoring services. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.

(c) Security Systems and Alarm Systems. Although Spectrum will supply a connection (such as an analog line connection), that may allow the operation of Customer's existing security system, alarm system or other non-voice system (such as an elevator alarm line), Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact its security, alarm or other system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. Spectrum does not provide power back up and is not responsible for the operation of any Customer security, alarm, or any other system in connection with Customer Equipment and, specifically, where the Customer Equipment does not have power backup (e.g., battery backup). In addition, it is Customer's responsibility to test its system on a regular basis. Spectrum does not represent that the Service is fail-safe.

Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In all cases, it is Customer's responsibility to ensure that use of the Communications Service meets all applicable regulations.

(d) Prohibited Use: Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station or a fire alarm, and Spectrum will neither connect to such services nor provide technical support for the connection.

4. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

(a) Spectrum reserves the right (i) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).

(b) Customer's outgoing calls must use an active, valid telephone number assigned to Customer. Use of invalid or unassigned telephone numbers are prohibited for outgoing calls. Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).

(c) Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.

5. Access to Telecommunications Relay Communications Service: Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing, or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system.

6. 911 Services:

(a) CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE ("IAD") OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY'S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.

(b) Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.

(c) Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Communications Service from a remote location.

(d) In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

(e) If Customer orders E911 Location Plus, (i) Customer may add and/or manage station level address information for telephone numbers at the Service Location through use of the E911 Location Plus self-service web portal; (ii) Customer shall be solely responsible for complying with all applicable local, state, and federal laws, rules, regulations and requirements for operation and use of a multi-line telephone system and for providing accurate station level address information (i.e., the applicable characters for display at a 911 operator) for Customer's telephone numbers; (iii) Customer will transmit the telephone number to Spectrum that is associated with the station that placed a 911 call; and (iv) Customer will ensure the initial and continuing accuracy of the station level address information for each Customer telephone number in the E911 Location Plus self-service web portal. Updates or modifications to station level address information in the E911 Location Plus self-service web portal may require up to 24 hours for implementation and/or updating. Non-Spectrum telephone numbers are not supported and may not be entered into the E911 Location Plus self-service web portal. Notwithstanding Customer's use of E911 Location Plus, Customer is solely responsible for directing emergency personnel at the Service Location.

(f) Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.

(g) CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.

7. Custom Caller-ID (Voice Services only): If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be an active, valid telephone number that is assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs Customer Equipment that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse an active, valid telephone number that is assigned to the Customer and that accurately identifies the Service Location for each outbound call including emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of

Custom Caller ID for Trunks.

Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made.

The use of incorrect or fictitious CPN, ANI, or other calling party information on such telemarketing calls is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose. Customer shall provide proof of telephone number assignment (e.g., by business agreement or evidence the user has access to use the number) upon Spectrum's request.

8. Cross Rate Center Telephone Numbers: If Customer orders or utilizes telephone number(s) with Spectrum Trunking Service that are associated with a rate center that is different than the rate center where the Spectrum trunking service is located, (i) Customer's telephone number(s) will be provisioned as Direct Inward Dialing (DID) numbers on the Spectrum Trunking Service (referred to as "Cross Rate Center DIDs"); (ii) all calls originated from the Cross Rate Center DIDs will be rated based upon the rate center associated with the Spectrum Trunking Service location; and (iii) the address information for E911 calls from the Cross Rate Center DIDs shall be the address associated with the Spectrum Trunking Service location. Cross Rate Center DIDs may not be available in all Spectrum service areas, and Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) in service areas where Cross Rate Center DIDs are not available.

9. Centralized PBX Support: If Customer orders Centralized PBX Support for a Customer PBX that serves multiple Customer locations (each, referred to as a "Remote Site"), Customer will connect each Remote Site to a single site on the Customer's network (referred to as a "Hub Site") and Spectrum Trunking Service will be installed at the Hub Site. The demarcation point for each Remote Site will be the Hub Site location where the Spectrum Trunking Service is installed. Customer is responsible for the quality of the network and connections, including the voice Quality of Service (QOS), on its side of the demarcation point, unless such network and connections are provided by Spectrum. Additionally, the following requirements are applicable to Centralized PBX Support:

(a) Telephone numbers utilized at each Remote Site (i) must be associated with the rate center where the Remote Site is located, and (ii) must be in a Spectrum service area.

(b) Cross rate center telephone number assignment is not permitted with Centralized PBX Support. Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) if a Remote Site requires telephone numbers that are associated with a rate center that is different than the rate center where the Remote Site is located.

(c) The address information for E911 calls from a Remote Site shall be the address associated with the Remote Site. Customer is solely responsible for providing Spectrum with accurate telephone number and service address information for each Remote Site. Customer must contact Spectrum before moving telephones or telephone numbers to any address other than the Remote Site, otherwise calls from the telephones or telephone numbers will appear to E911 emergency service operators to be coming from the Remote Site and not the new address.

(d) Spectrum will calculate and remit 911 fees for each Remote Site based on state and local regulations at the address where telephone(s) and telephone number(s) are located and emergency services are dispatched.

10. All calls from a Remote Site will be rated based upon the rate center associated with telephone number(s) at the Remote Site. Access: Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments, and/or lines. Exclusively for Businesses: Communications Services are offered to businesses only and are not available for residential use.

11. Customer Equipment: Spectrum's obligation is to provide Communications Services to the customer-

accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations.

Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.

12. CPNI: As a provider of telecommunications and interconnected VoIP services, Spectrum takes seriously its responsibility to protect the confidentiality of its customers' proprietary network information ("CPNI"). Spectrum is committed to protecting its telecommunications and interconnected VoIP service customers' CPNI in accordance with applicable regulatory and statutory requirements. CPNI is customer-specific data that is collected by Spectrum in the course of providing telecommunications or interconnected VoIP services to its customers, and includes information relating to the quantity, technical configuration, type, destination, location, and amount of telecommunications and interconnected VoIP service usage by Customer, and information contained in Customer's bills that is obtained by Spectrum pursuant to its provision of telecommunications or interconnected VoIP service. Customer CPNI will be protected by Spectrum as described herein, in the Spectrum Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding anything else in this Agreement, the following shall not be CPNI: (i) Customer's directory listing information (i.e., Customer's name, address, and telephone number), and (ii) aggregated, deidentified and/or compiled information that does not contain individual customer characteristics, even if CPNI was used as a basis for such information.

(a) Spectrum may use and disclose Calling Details and CPNI when required by applicable law.

(b) Spectrum may use Calling Details and CPNI and share (including via email) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.

(c) Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details or CPNI in accordance with the terms of this Attachment.

(d) Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then- current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access, and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.

(e) Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.

(f) Provided that Customer is served by at least one dedicated Spectrum representative under this Attachment B, Spectrum may use any one of the authentication methods specified below to confirm that a person seeking Customer CPNI (including, without restriction, call detail records) is authorized to receive it. Spectrum will not be liable to Customer for any disclosure of CPNI (including call detail records) that occurs if Spectrum has complied with one or more of these authentication methods.

- Agency Letter. As provided in paragraph 12.e, Spectrum may provide CPNI to any individual pursuant to the terms of an Agency Letter.

- Circuit ID. Spectrum may provide Customer CPNI to an individual that correctly identifies a Customer Circuit ID—i.e., a Spectrum-specific identifier assigned to a data or voice network connection between two locations.
- Premier Code. Spectrum may provide Customer CPNI to an individual that correctly identifies Customer's Premier Code—i.e., a 4-digit code that Spectrum may provide to Customer.
- Security Code (CPNI code). Spectrum may provide Customer CPNI to an individual that correctly identifies the account's security code – i.e., a 4-digit code that Spectrum may provide to Customer.
- Last 4 digits of any MAC addresses listed on account. Spectrum may provide Customer CPNI to an individual that correctly identifies the last 4 digits of the MAC address of any Spectrum-issued device listed on the account – i.e., a cable modem, telephony equipment, set top boxes, etc.
- Full serial number of any piece of Spectrum Equipment on Customer's account. Spectrum may provide Customer CPNI to an individual that correctly identifies the full serial number of any Spectrum-issued equipment listed on the account - i.e., a cable modem, telephony equipment, set top boxes, etc.

Spectrum reserves the right to add, remove, or alter these authentication methods in its sole discretion.

In the event of a conflict or inconsistency between the CPNI terms in this Attachment B and the remainder of the Service Agreement, the CPNI terms in Attachment B shall control.

13. Directory Listings: Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request.

IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

14. Usage Rates/Minute Packages: Communications Services may be subject to usage pricing plans or minutes of use packages that apply charges for certain calls, including international calls and inbound toll-free calls. Unless otherwise specified in Customer's Service Order or Contract, usage pricing plans or packages are available for Trunking Service at enterprise.spectrum.com/services/voice/enterprise-trunking/rates.html and for Unified Communications at enterprise.spectrum.com/services/voice/unified-communications/rates.html. Spectrum reserves the right to change its usage pricing plans and packages at any time.

15. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location, or a toll-free number from an existing toll-free service provider, to Spectrum for use with Communications Services. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") or former toll-free service provider, as appropriate, using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third -party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses the Spectrum Network, Customer shall remain bound by the terms of the Service Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communication Services, and Spectrum may change such numbers as deemed necessary.

16. Call Redirect: If a PRI Service, Analog Lines over Fiber, or Hosted Communication Service Customer elects

to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.

17. Fiber Internet Access Bundles: If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the or Hosted Communications Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit.

The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.

18. Unified Communications Service Data: Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

19. Voicemail; Call Recording and HIPAA. This paragraph shall apply if Customer is a Covered Entity or Business Associate under HIPAA. If Customer is a Covered Entity or Business Associate, and intends to create, receive, maintain or transmit protected health information ("PHI") through the use of the Hosted Communications Services, Customer agrees that with regard to the Voice Services (i.e. telephone service alone), Spectrum is acting solely as a "conduit". Under HIPAA, a "conduit" is a party that transports information but does not access it other than on a random or infrequent basis necessary for the performance of the transportation service or as required by law. However, Customer agrees that it shall notify Spectrum, and the parties shall enter into Spectrum's Business Associate Agreement, if Customer is to receive or store any PHI on the voicemail or call recording features of the Hosted Communications Services, both of which must occur before such receipt or storage of PHI. In such event, Customer further agrees that it shall not enable or otherwise use any "voicemail to e-mail" feature in connection with the Hosted Communications Services. As used herein, "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing rules and regulations, and "Covered Entity," "Business Associate," and "protected health information" shall have their respective meanings as defined by HIPAA.

20. Webex End User Terms. When using Webex products or services offered through Spectrum, Customer and each End User agrees and accepts Cisco's applicable Webex terms, including the following:

- (i) Cisco Universal Cloud Terms available at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/universal-cloud-agreement.html>,
- (ii) Cisco Privacy Data Sheets for Webex Meetings and Webex Teams available at https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/customer_transparency, and
- (iii) Cisco End User License Agreement for the Cisco client software installed by Customer or End User available at www.cisco.com/go/eula.

Attachment C

Spectrum Business High-Speed Internet Service ("Internet Service")

Spectrum Business High-Speed Internet Service¹: Internet access service implemented using a hybrid fiber/coax ("HFC") or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer's data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third-Party Services"). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer's use of the Internet Service is subject to the following additional terms and conditions:

1. **Minimum Equipment Requirements.** Customer shall maintain certain minimum equipment and software to receive the Internet Service (see www.business.spectrum.com for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum's sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).
2. **Software.** At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.
3. **Internet Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.
4. **Security.** Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.
5. **Electronic Addresses; Mailboxes.** All non-vanity email addresses, email account names, and IP addresses ("Electronic Addresses") provided by Spectrum (and not through Customer's domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.
6. **Mailboxes.** Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes,

¹ Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 ("Legacy Services") until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.

if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum's sole discretion.

7. Mail Storage. In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.

8. Cookies. Customer may access their Spectrum email account at <https://www.spectrumbusiness.net> or by using the Customer's software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at <https://www.spectrumbusiness.net>, Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.

9. Changes of Address. Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.

10. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.business.spectrum.com and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.

11. Spectrum Business WiFi. Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.

12. The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.

13. Spectrum Business WiFi Hotspot. Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.

14. To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.

(a) Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:

- i. The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
- ii. To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.

- iii. Customer grants Spectrum the right to advertise, market and otherwise promote Customer's location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum's sole discretion, and Customer grants Spectrum a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
- iv. Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
- v. All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

15. **Desktop Security Service.** Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.

Attachment D

Fiber Internet Access Service ("FIA Service")

Fiber Internet Access: If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and Spectrum's facilities.

FIA Service, or features of FIA Service, may not be available in all service areas. Spectrum's FIA Service is "On-Net" if it is provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third Party Services"). Third Party Services and Off-Net Services may be subject to additional terms and conditions.

Customer's use of the FIA Service is subject to the following additional terms and conditions:

1. **FIA Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.
2. **Bandwidth Management.** Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path FIA Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) "Path" shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) "Multi-Path" shall mean FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at <https://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.
4. **DDoS Protection Services.**
(a) This Section only applies if Customer elects to purchase DDoS Protection Service (whether by monthly subscription or on a per incident basis) to enable detection of distributed denial of service ("DDoS") attacks, receive notifications of attacks, mitigation services, and post-event reporting of DDoS attack activity. Spectrum monitors Customer Internet traffic as it travels across Spectrum's Network to detect anomalies that are symptomatic of a volumetric DDoS attack, as reasonably determined by Spectrum (a "DDoS Attack"). Spectrum requires that Customer: (i) provide information regarding Customer's Internet traffic before Spectrum can provision the DDoS Protection Service and (ii) cooperate with Spectrum to conduct mitigation testing in order to activate the DDoS Protection Service. After DDoS Protection Service activation, Spectrum will monitor Customer's Fiber Internet Access (FIA) network traffic flow for variations to the baseline

traffic patterns. When the DDoS Protection Service detects an anomaly that is symptomatic of a DDoS Attack, the DDoS Protection Service alerts Spectrum. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer's legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will remove the countermeasures and redirect Customer's inbound network traffic to its normal path if Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack for an additional 4 hours. Customer may obtain status updates and reporting from Spectrum through a customer portal, or other means as determined by Spectrum. During the provisioning process, Customer may designate whether Spectrum is to provide "Proactive" or "Reactive" mitigation services as further described below. If Customer has designated Proactive mitigation, Customer may switch to Reactive mitigation and if Customer designated Reactive mitigation, Customer may switch to Proactive mitigation, at any time during the Initial Order Term. Spectrum will use commercially reasonable efforts to implement Customer's change request within five (5) business days of receipt of Customer's request.

(b) DDoS Proactive Mitigation Services: If Customer designates Proactive mitigation services, following service activation, Spectrum will automatically implement countermeasures upon Spectrum's detection of a DDoS attack.

(c) DDoS Reactive Mitigation Services: If Customer designates Reactive mitigation services, Customer understands that Spectrum will not automatically initiate any DDoS countermeasures unless and until a Customer representative calls Spectrum to notify Spectrum that Customer may be experiencing a DDoS Attack. If Spectrum has an existing ticket indicating detection of a DDoS Attack, Spectrum will use commercially reasonable efforts to initiate countermeasures within 15 minutes.

(d) Customer Requirements: Only Spectrum's On-Net FIA Service are eligible to for DDoS Protection Services. DDoS Protection Service is provided on a per circuit basis. Spectrum's ability to provide the DDoS Protection Services is contingent on (i) Customer providing accurate and timely information to Spectrum, including IP addresses and (ii) Customer-provided equipment and software being compatible with the DDoS Protection Service as determined by Spectrum in its sole discretion (e.g., Spectrum will not be able to provide a 3GB DDoS Protection Service if Customer has a 1GB Firewall).

(e) Disclaimers: Customer acknowledges the following additional terms for the DDoS Protection Services:

- i. SPECTRUM DOES NOT SUPPORT, AND SHALL HAVE NO OBLIGATION TO PROVIDE, MITIGATION WITH RESPECT TO IPv6.
- ii. DDoS mitigation only mitigates the effects of certain types of DDoS attacks and is not designed as a comprehensive security solution. When Customer Internet traffic is traveling over the Spectrum Network, Spectrum makes no guarantees that only DDoS attack traffic will be prevented from reaching the destination or that only legitimate traffic will reach Customer.
- iii. Spectrum makes no warranty, express or implied, that: (1) with respect to DDoS Protection Service, all DDoS attacks will be detected; (2) DDoS Protection Service will successfully mitigate the incident, including without limitation if the DDoS attack generates a traffic volume that exceeds the amount of traffic that Spectrum can divert; or (3) the DDoS Protection Services will be uninterrupted or error-free.

(f) Termination:

If Customer terminates any FIA Service for which Customer has also subscribed to DDoS Protection Service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding DDoS Protection Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.

5. DDoS Protection Incident Services. DDoS Protection Incident Services is available if Customer is not an active DDoS Protection subscriber and requests one-time DDoS attack mitigation.

(a) Email Order. DUE TO THE URGENT NATURE TO MITIGATE A DDOS ATTACK, CUSTOMER MAY ORDER DDOS PROTECTION INCIDENT SERVICE VIA EMAIL. TO INITIATE DDOS PROTECTION INCIDENT SERVICE, CUSTOMER MAY AUTHORIZE COMMENCEMENT OF SERVICES VIA SPECTRUM'S THEN-DESIGNATED EMAIL ACCEPTANCE PROCESS. CUSTOMER'S AFFIRMATIVE REPLY ACCEPTING DDOS PROTECTION INCIDENT SERVICE WILL CONSTITUTE A BINDING AGREEMENT BETWEEN CUSTOMER AND SPECTRUM AND CUSTOMER SHALL PAY AN INCIDENT CHARGE FOR EACH MITIGATION WINDOW (DEFINED BELOW) IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT AND AS OUTLINED IN THE AGREED TO EMAIL ACCEPTANCE PROCESS. The per-Mitigation Window incident charge is based on the FIA circuit bandwidth and will be set forth in the email referenced herein.

(b) During the provision of DDoS Protection Incident Service, Customer may elect to covert to subscription-based DDoS Protection Service by contacting Customer's sales account representative.

(c) Promptly after Spectrum's receipt of the email indicating acceptance, DDoS Protection countermeasures will start the Mitigation Window. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer's legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will continue countermeasures for the duration of each Mitigation Window. Once Spectrum determines that

the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack then, at the conclusion of the Mitigation Window, DDoS Protection Incident Service will end and Spectrum will redirect Customer's inbound network traffic to its normal path.

(d) **Mitigation Window:** A "Mitigation Window" means Spectrum's provision of DDoS Protection Incident Service for a consecutive 72 hour period that begins when Customer accepts the DDoS Protection Incident Service via email reply to Spectrum and Spectrum commences the DDoS Protection Incident Service. Unless Customer requests termination of DDoS Protection Incident Service, if an attack persists beyond a single 72- hour Mitigation Window, Spectrum will commence new subsequent 72-hour Mitigation Windows until the DDoS attack subsides or Customer requests termination of DDoS Protection Incident Service. Each subsequent Mitigation Window is subject to additional fees.

Attachment E

WIDE AREA NETWORK ("WAN") SERVICES

Ethernet, Cloud Connect and Wavelengths

1. **Ethernet Service:** Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum's Ethernet Services are "On-Net" if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

2. **Cloud Connect Service:** Spectrum will provide a Cloud Connect Service allowing Customer a private, layer 2 connectivity to cloud service providers (CSPs). Therefore, all terms herein shall apply to the Cloud Connect Service in addition to the Ethernet Service.

3. **Wavelengths Service:** Spectrum will provide Wavelengths for Customer locations connected over fiber-optic cable. Wavelengths are a high speed (10Gbps and 100Gbps), optical data transport solution that uses dense wave division multiplexing (DWDM) technology, delivering low-latency bandwidth across Spectrum Enterprise's dense fiber network. Connectivity is established between two Customer end-points in a point-to-point topology. Spectrum will install the fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum's Wavelengths are "On-Net" if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

4. **Additional terms of use:** Customer's use of Ethernet Service, Wavelength and, as applicable, Cloud Connect Service, are subject to the following additional terms and conditions:

(a) If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path Ethernet Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) "Path" shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) "Multi-Path" shall mean Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.

(b) Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer's bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network.

(c) Customer's use of Ethernet and/or Wavelengths Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer's sole responsibility to notify Spectrum if Customer's use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer's certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum.

In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule.

Attachment F

Managed Services

Software-Defined Wide Area Networking Service ("SD-WAN Service"), Managed Network Edge Service ("MNE"), Managed WiFi Service, Managed Router Service ("MRS"), Managed Security Service ("MSS") and Virtual Security Service ("vSS") (collectively, "Managed Services," and each individually, a "Managed Service")

If Customer elects to purchase a Managed Service, Spectrum shall provide Customer with any required customer premises equipment ("CPE") through which Customer can receive the purchased Managed Service(s) at Customer's Service Location(s) across Customer's network, as may be more particularly described and set forth in the applicable Service Order.

Customer's use of any of the Managed Services, as applicable, is subject to the following additional terms and conditions:

The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. Spectrum is not the manufacturer or supplier of any software or hardware components of the Managed Services. Spectrum may update a Managed Service from time to time based on manufacturer-provided updates.

Technical Configuration Questionnaire.

Spectrum may request that Customer complete a "Technical Configuration Questionnaire" to obtain necessary information in order to provide a Managed Service. Incomplete or incorrect configuration information may adversely affect the Managed Service.

Security Limitations.

In accordance with the Disclaimer of Warranty and Limitation of Liability section of Spectrum's Terms of Service, Customer assumes sole responsibility for use of the Managed Service and for access to and use of Customer Equipment used in connection with the Managed Service.

1. SOFTWARE DEFINED WIDE AREA NETWORK SERVICE: This section applies only if Customer purchases SD-WAN Service.

(a) Spectrum shall provide Customer with one or more SD-WAN CPE through which Customer can deploy and use Virtual Private Network connectivity and associated virtualized network functions at Customer's Service Location(s) across Customer's network, as may be more particularly described and set forth in the applicable Service Order.

(b) Customer is responsible for Internet connectivity at all Customer's Service Location(s) in order for Customer to utilize the SD-WAN Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the SD-WAN Service at such Service Location may be degraded or inoperable.

2. MANAGED NETWORK EDGE SERVICE: This section applies only if the Customer purchases one or more of the following MNE Service categories.

Spectrum shall provide Customer with one or more CPE providing various network functions at Customer's Service Location(s) across Customer's network, as may be more particularly described and set forth in the applicable Service Order as per the table below:

Service Category	Service Description
Managed Network Edge	MNE Service provides Customer with router, security, and VPN capabilities at Customer's Service Locations.
Managed Network Edge WiFi	MNE WiFi Service provides Customer with wireless Networking connectivity at Customer's Service Locations.
Managed Network Edge Switch	MNE Switch Service provides Customer with Layer 3 switching at Customer's Service Locations.
Managed Network Edge Camera	MNE Camera Service provides Customer with CPE for capturing video data at Customer's Service Locations.

(a) Customer is responsible for Internet connectivity at all Customer's Service Location(s) in order for Customer to utilize the MNE Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the MNE Service at such Service Location may be degraded or inoperable.

(b) Applicable to Spectrum MNE WiFi and MNE Camera: Spectrum will provide Customer with "Wireless Access Plan" with MNE Wireless and/or MNE Camera Services to identify recommended placement locations and coverage areas (based on square footage) consistent with quantity of devices ordered. As with any wireless service, actual coverage may vary from design and is limited based on varying factors such as but not limited to the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibly to purchase additional Managed Network Edge WiFi or Camera Services to augment coverage as may be needed.

3. MANAGED WIFI SERVICE: This section applies only if Customer purchases the Managed WiFi Service.

(a) Spectrum will provide Managed WiFi solution with wireless access points ("WAPs") deployed at the designated Service Location to enable designated users of the Customer's choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service or certain features, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion

(b) Internet Access. Spectrum may provide Managed WiFi Service to locations that use a centralized Internet access configuration where Spectrum will not be the primary Internet access provider if Customer purchases an Internet access Service for the sole purpose of providing Spectrum Enterprise out of bandwidth management ("OOB"). OOB service would only provide connectivity to the Managed WiFi Service equipment (switches and controllers).

(c) Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the WiFi questionnaire completed by the Parties. Managed WiFi Service may provide a separate SSID for employee Internet access if specified on the WiFi questionnaire. A second WLAN will be created on the wireless network with its own VLAN assigned. The aggregation switch will be configured to hand off an Ethernet Service port to Customer.

In this scenario, network functions (Dynamic Host Configuration Protocol (DHCP) and Network Address Translation (NAT), for example) may be handled by Customer's LAN. Customer will need to train and engage Customer's staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).

4. MANAGED ROUTER SERVICE: This section only applies if Customer purchases MRS.

(a) Spectrum will provide a managed router solution with a router deployed at the designated Service Location configured according to the Questionnaire. MRS or certain features, may not be available in all service areas and may change from time to time.

(b) Connectivity. MRS is only available when connected via Spectrum FIA, Spectrum High Speed Internet Service, or Spectrum Ethernet services including in-network and Type II connections. A third party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(c) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the MRS, leaving the Managed Router connected only to non-Spectrum service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding MRS and Customer shall pay any applicable Termination Charges in accordance with the Terms of Service. In all cases, MRS cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

5. MANAGED SECURITY SERVICE: This section only applies if Customer purchases MSS.

(a) Spectrum will provide a managed firewall solution with a firewall deployed at the designated Service Location configured according to the Questionnaire. MSS or certain features, may not be available in all service areas and may change from time to time.

(b) Connectivity. MSS is only available when connected via Spectrum FIA or Spectrum High Speed Internet services including in-network and Type II connections. A third party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(c) Standard and Advanced. MSS has two service levels with different features available. MSS Standard provides firewall functions such as port forwarding and NAT. MSS Advanced provides the features from MSS Standard plus additional features such as anti-virus/anti-malware, URL and web filtering, content filtering, intrusion prevention system (IPS) and deep packet inspection. Only the features purchased shall be provided to Customer.

(d) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached MSS leaving MSS connected only to a non-Spectrum service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the MSS and Customer shall pay any applicable Termination Charges in accordance with the Terms of Service. In all cases, MSS cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

6. VIRTUAL SECURITY SERVICE: This section only applies if Customer purchases vSS

(a) vSS delivers firewall capabilities through a virtual firewall hosted in a Spectrum Data Center. The Data Center location is based on the geographic location of Customer site(s) and other considerations made at Spectrum's sole discretion.

(b) Connectivity. vSS is only available when connected via Spectrum Ethernet, Spectrum FIA, and/or SD-WAN Service(s) including in-network and Type II connections.

(c) Standard and Advanced. vSS has two service levels with different features available. vSS Standard provides firewall functions such as port forwarding, VPN support and NAT. vSS Advanced provides the features from vSS Standard plus additional features such as anti-virus/anti-malware, URL and web filtering, content filtering, intrusion prevention services (IPS) and deep packet inspection. Only the features purchased shall be provided to Customer.

(d) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the vSecurity Service then Customer shall be deemed to have terminated the corresponding vSS and Customer shall pay any applicable Termination Charges in accordance with the Terms of Service. In all cases, vSS cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

Attachment G

Wireless Internet Access Service

Spectrum Wireless Internet Access Service: Wireless Internet access service is a fixed-location data service, not a voice service that is implemented using 4G LTE Internet access technology ("WIA Service"). The network used to transmit the data services that support WIA Service is owned and operated by a licensed commercial mobile network operator(s) and not Spectrum (the "Third-Party Network"). WIA Service may not be available in all Spectrum service areas.

Spectrum offers two types of WIA Service: **Wireless Internet** and **Wireless Internet Backup**. Customer's use of Wireless Internet and/or Wireless Internet Backup Service is subject to the following additional terms and conditions:

1. **Wireless Internet:**

(a) **Plan Terms.** Wireless Internet is available in multiple service plans with either unlimited data usage per month or with a data allowance limit per month. For Wireless Internet ordered with unlimited data usage, Spectrum reserves the right to revise the wireless data rate of such service plan to 128Kbps when Customer has used 70GB of data within a single monthly billing cycle. At the start of the next billing cycle, the data usage and data speed will reset. For Wireless Internet ordered with a data allowance, once the data allowance is reached in a given monthly billing cycle, excess data charges may apply as outlined in Section 4 below.

(b) **Data Sharing; Excess Data Charges.** If Customer purchases more than one of the same Wireless Internet service plans (excluding unlimited plans), all such same service plans will participate within the same data pool ("Data Pool"). For example, if Customer purchases 3-1GB Wireless Internet service plans and 2-5GB Wireless Internet service plans, then Customer will have two separate Data Pools, a 1GB service plan Data Pool and a 5GB service plan Data Pool. The maximum Data Allowance for a Data Pool is calculated as the Wireless Internet service plan data allowance multiplied by the number of service plans. Any unused data in the maximum Data Allowance for a single service plan within the Data Pool is first applied to the overages for the service plan with the lowest overage need and then to the next lowest overage service plan until the maximum Data Allowance has been applied. If the total data usage is less than the maximum Data Allowance for the Data Pool, there is no excess usage charge. If, however, all of the service plans within the Data Pool collectively exceed the maximum Data Allowance, then Customer shall be subject to additional Service Charges with respect to the excess usage as stated on the applicable Service Order. Unused Data Allowance in a given billing cycle does not "roll over" to future billing cycles. Wireless Internet service unlimited service plans and Wireless Internet Backup services are not eligible for participation within a Data Pool.

2. **Wireless Internet Backup:** Wireless Internet Backup is a secondary Internet service and may have limited functionality during failover of the primary Internet service. Customer may only order Wireless Internet Backup with and for the same Order Term as a new or existing FIA Service (up to a maximum of 200 Mbps) provided by Spectrum, and not a third party provider, for the same Service Location, which service shall be cancelled if the FIA Service is terminated for any reason. The wireless data rate will not exceed 10 Mbps. Spectrum may terminate the Wireless Internet Backup Service if Spectrum determines, in its sole discretion, that: (a) Spectrum is unable to provide the Wireless Internet Backup at the requested Service Location; or (b) Customer is using the Wireless Internet Backup as a primary Internet service. Spectrum's termination of the Wireless Internet Backup Service shall have no effect on the FIA Service, which Service Order will remain in effect.

3. **WIA Billing and Data Usage.** The Service Charges will be billed in the amounts stated on the applicable Service Order. Spectrum invoices for monthly recurring Service Charges, plus applicable taxes, fees, and surcharges, in advance on a monthly basis. All usage-based charges will be invoiced monthly in arrears. Except as set forth below with respect to data sharing, if a Service Order for Wireless Internet sets forth a maximum "Data Allowance" (defined below), then Customer shall be subject to the additional Service Charges with respect to such excess usage that is stated on the applicable Service Order. "Data Allowance" means the aggregate number of gigabytes of data that may be sent and received using the Wireless Internet services in a single monthly billing cycle under the applicable Wireless Internet service plan, rounded up to the nearest gigabyte.

4. **Service Quality.** Spectrum selects the Third-Party Network from multiple network operators for each Service Location. Customer acknowledges that (i) WIA Service may be unavailable if the wireless device used in providing WIA Service is not in range of a transmission site; and (ii) there are many factors that may impact availability and quality of WIA Service, including without limitation, network capacity, signal strength, terrain, trees, placement of buildings, environmental conditions, the characteristics of the physical wireless device and any device to which it is attached, government regulations, maintenance, or other activities affecting service operations;

(iii) service interruptions may occur as a result of acts of third parties that damage or impair the Third-Party Network or in connection with modifications, upgrades, relocations, repairs or other similar activities conducted by the Third-Party Network operator; and (iv) data delays and omissions may occur. Spectrum does not guarantee any bandwidth specifications and actual Internet upload and download speed, also known as throughput rate, may vary. The Third-Party Network operators may also suspend services from time-to-time. Customer waives all rights and claims against Spectrum and the Third-Party Network operators related to, or the result of, the unavailability OR QUALITY of WIA SERVICE AND/OR the Third-Party Network.

5. Power Disruptions. The WIA Service equipment is electrically powered and will not work in a power outage. Spectrum may supply Customer with a battery backup for use in the event of a power outage in connection with the Wireless Internet Backup service. WIRELESS INTERNET ACCESS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, WIRELESS INTERNET ACCESS SERVICES WILL NOT WORK.

6. Acceptable Use Policy; Third Party Network Terms.

(a) Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP"), found at www.enterprise.spectrum.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP. The AUP shall apply even though the traffic is delivered over a Third-Party Network.

(b) Customer shall not resell the WIA Service, either alone or as part of a solution, to end users. Customer must also comply with the applicable service terms and conditions and acceptable use and other policies of the Third-Party Network operators ("Third-Party Terms") found at:

AT&T Internet of Things Wireless Communications Service Guide
http://serviceguidenew.att.com/sq_flashPlayerPage/M2M

Verizon ThingSpace Terms and Conditions
<https://thingspace.verizon.com/legal/terms-and-conditions/>

The Third-Party Terms may be amended, revised, or supplemented from time to time in the Third-Party Network operator's sole discretion. Customer is solely responsible to verify the applicable Third-Party Terms, including any changes to such Third-Party Terms.

(c) To the extent that the Third-Party Terms or any acceptable use policy are inconsistent with the Spectrum Terms of Service or AUP, the Spectrum Terms of Service and AUP shall control.

7. Security; Use Restrictions. Customer shall take commercially reasonable security measures when using the WIA Service, and Customer assumes sole responsibility for use of the WIA Service and for access to and use of Customer Equipment used in connection with the WIA Service. If Customer Equipment is lost or stolen, Customer shall immediately notify Spectrum in writing so that Spectrum can suspend the WIA Service with respect to such Customer Equipment in order to prevent unauthorized use of the WIA Service. Until Spectrum receives Customer's notification, in a manner directed by Spectrum, of lost or stolen Customer Equipment, Spectrum is entitled to assume that any use of the WIA Service in connection with such device is authorized by Customer and Customer shall be responsible for any such use and associated charges. Customer shall not use WIA Services for any remote medical monitoring or any other activity that is subject to the Health Insurance Portability and Accountability Act. Due to regulatory requirements, Customer must obtain Spectrum's approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate WIA Services.

8. Termination.

(a) If Customer cancels a WIA Service, in addition to any applicable Termination Charges, Customer shall pay all Service Charges for the WIA Service through the end of the monthly billing period during which the WIA Service was cancelled, including charges for exceeding any data usage limitations that applied to a WIA Service plan, and applicable taxes and fees.

(b) When a line of service is terminated, Customer shall ensure that the Equipment that was activated on that line ("Terminated Equipment") does not register or attempt to register after such termination on the Third-Party Network on which the WIA Service had been provided.

Spectrum shall have the right to use over-the-air means to access Terminated Equipment for the purpose of downloading software or the Third-Party Network operator's then-current preferred roaming list designed to disable Terminated Equipment to prevent attempts to contact the Third-Party Network.

(c) Spectrum may terminate WIA Service immediately upon notice to Customer if Spectrum is no longer permitted by the Third-Party Network operator to provide WIA Service to its customers for any reason.

NO THIRD-PARTY LIABILITY. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE THIRD-PARTY NETWORK OPERATORS OR THEIR AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SPECTRUM OR ITS LICENSORS AND THE THIRD-PARTY NETWORK OPERATORS. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT : (A) THE THIRD-PARTY NETWORK OPERATORS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR; (B) DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, (C) THE SERVICE IS A FIXED-LOCATION DATA SERVICE, NOT A VOICE SERVICE, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED, AND (D) THE THIRD-PARTY NETWORK OPERATORS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CONNECTIVITY SERVICES.

CITY OF BUNNELL, FLORIDA
ADDENDUM TO CONTRACTOR AGREEMENT

THIS ADDENDUM is made and entered into this _____ day of _____, 2021, by and between the CITY OF BUNNELL, a Florida municipality, hereinafter referred to as the "City", and SPECTRUM ENTERPRISE, INC hereinafter referred to as "Contractor", concerning that certain agreement entitled Service Order and Commercial Terms of Service, order number 12699585 ("Agreement").

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of this Addendum, the terms of this Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it 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 this chapter or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **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, CITY OF BUNNELL, CITY CLERK, AT 201 W. MOODY BLVD, BUNNELL, FLORIDA 32110.**

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Flagler County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. The City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been

appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated notwithstanding any automatic renewal as may be provided in the Agreement. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City, subject to the City paying all invoices for services rendered during the period the Agreement was funded by an appropriation.

6. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has 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 has been engaged in business operations in Cuba or Syria.

8. Venue and Jurisdiction. Notwithstanding any other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to

submit and does submit to the jurisdiction of the Circuit Court in and for Flagler County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

9. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows: None

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Witness
Print Name: _____

Witness
Print Name: _____

Contractor: Spectrum Enterprise, Inc.

Signature
Print Name: _____
Title: _____
Date Signed by Contractor: _____

CITY OF BUNNEL

Catherine D. Robinson, Mayor

ATTEST:

Kristen Bates, City Clerk

Date signed by CITY: _____

Approved as to form and sufficiency

Vose Law Firm, City Attorney



City of Bunnell, Florida

Agenda Item No. H.3.

Document Date: 8/9/2021 Amount: N/A
Department: Human Resources Account #: N/A
Subject: Discussion on City Manager Annual Evaluation for period of October 2020 to September 2021.
Agenda Section: New Business:
Goal/Priority: Organizational Excellence

ATTACHMENTS:

Description	Type
City Manager Contract	Exhibit
City Performance Based Management Evaluation Form- This is the Form used to evaluate all Directors, Managers and Crew Leaders	Exhibit
Other Jurisdiction Form (Used Last Year)	Exhibit

Summary/Highlights:

The City Manager evaluation should be done by or around October 1, 2021.

This item was placed on the agenda to allow both parties sufficient time to determine how they wish to proceed and conduct the annual City Manager evaluation as stated in the Contract.

Per the contract with the City Manager signed September 10, 2018:

SECTION 6. Salary and Evaluation

The City agrees to initially pay the City Manager for his services pursuant hereto an annual base salary of Eighty-Two Thousand Dollars (\$82,000) and cash payouts, payable in installments at the same time as other employees of the City are paid. The City Commission shall evaluate the City Manager annually and may consider upon each annual performance evaluation such salary, benefit and/or performance bonus increases, as it may deem appropriate. The parties shall mutually agree to the evaluation process that will be utilized. The process, at a minimum, shall include: (1) a written evaluation prepared by the City; (2) an opportunity for the parties to meet and discuss the evaluation; and (3) a presentation by the City of a written summary of the evaluation results. The formal written evaluation shall be delivered within thirty (30) days of the evaluation meeting. In addition, the City Manager shall receive an annual cost of living increase at the same time and in the same percentages as other City employees for the term of this Agreement and the term of any renewal hereof.

Background:

Last year the City Commission used an evaluation form from another jurisdiction- Flagler Beach- to conduct the City Manager evaluation.

A copy of the City's Performance Evaluation form for all management staff is attached. This form contains the formula for amount of merit increase used for all City employee determinations.

Last year, each Commissioner completed a separate evaluation form. The City Manager then was able to meet with each Commissioner to discuss their written evaluation in accordance with the contract terms. Then, each completed form was presented at a Commission Meeting to allow for City Commission discussion and for the City Commission to determine any changes to salary, benefits or performance bonus.

Staff Recommendation:

Per the Commission. The Commission needs to determine how it would like to proceed with the evaluation.

City Attorney Review:

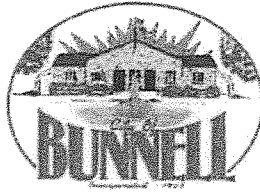
Per the Commission.

Finance Department Review/Recommendation:

Approved

City Manager Review/Recommendation:

Approved.



CITY MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into on the 10 day of ^{September}~~August~~, 2018, by and between the City of Bunnell, a municipal corporation of the State of Florida (City) and Alvin B. Jackson, Jr. (City Manager), as follows:

WHEREAS, the Mayor and City Commission are committed to the Commission/City Manager form of government and to the related duties and responsibilities of the Commission and the City Manager as described in the *City Charter*; and

WHEREAS, the City wishes to employ the services of Alvin B. Jackson, Jr. as City Manager of the City of Bunnell, Florida; and

WHEREAS, it is the desire of the City to provide certain benefits, to establish certain conditions of employment, and to set working conditions of the City Manager while providing inducement for him to accept and remain in said employment; and

WHEREAS, the City Manager desires to accept employment as the City Manager of the City of Bunnell, Florida.

NOW, THEREFORE, in consideration of the mutual covenants and consideration herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. Duties

The City hereby agrees to employ Alvin B. Jackson, Jr. as the City Manager of the City of Bunnell to exercise the executive responsibilities and duties of local self-government not inconsistent with the *City Charter*, to perform the functions and duties specified in the *City Charter*, the City's Code Ordinances and other controlling law, and to perform other legally permissible and proper duties and functions as the City Commission shall, from time to time, assign. Pursuant to Sec. 4.02 of the *City Charter*, the City Manager's Job Description, as developed by the City Commission and adopted by a majority vote of the City Commission from time to time, shall be a binding portion of this contract for employment, and any portion of the City Manager's Job Description may be changed at any time by a majority vote of the City Commission.

SECTION 2. Term

- A. The City Manager agrees to accept employment as the City Manager effective on October 1, 2018, and to continue services thereafter in accordance with this Agreement. In accordance with the provisions of the *City Charter*, this Agreement shall be in effect for an indeterminate term.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the City Manager at any time, subject only to the provision set forth in this Agreement and in the *City Charter*.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from the position of City Manager subject only to the provisions set forth in this Agreement.
- D. The City Manager agrees to remain in the exclusive employ of the City of Bunnell and to not become employed by any other employer until termination date, unless termination is affected as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, writing or consulting performed on the City Manager's time off, provided that the City is advised in writing of all such occasions, in advance.

SECTION 3. Termination and Severance

The City Manager shall be eligible for severance pay subject to the following terms and conditions:

- A. In the event the City Manager is terminated by the Commission during such time the City Manager is willing and able to perform the duties of the City Manager position, then, and in that event, the City of Bunnell agrees to pay the City Manager a lump sum cash payment equal to three (3) months aggregate salary; provided, however, that in the event the City Manager is terminated because of his conviction of a felony, terminated for any act of moral turpitude, or terminated for misconduct as defined in Section 443.036, Fla. Stat., then, and in that event, the City shall have no obligation to pay, and shall be prohibited from paying, the aggregate severance sum designated in this paragraph.
- B. In the event the City Manager voluntarily resigns his position with the City, then the City Manager shall not be eligible for severance pay unless the parties otherwise agree.

SECTION 4. Resignation

In the event the City Manager voluntarily resigns his position with the City, then the City Manager shall give the City sixty (60) days written notice in advance, unless the parties agree otherwise.

SECTION 5. Disability

If the City Manager is unable to perform his duties for any reason including, but not limited to, sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued personal leave, the City shall have the option to terminate this Agreement provided that such termination is in full compliance with applicable State and Federal laws.

SECTION 6. Salary and Evaluation

The City agrees to initially pay the City Manager for his services pursuant hereto an annual base salary of Eighty-Two Thousand Dollars (\$82,000) and cash payouts, payable in installments at the same time as other employees of the City are paid. The City Commission shall evaluate the City Manager annually and may consider upon each annual performance evaluation such salary, benefit and/or performance bonus increases, as it may deem appropriate. The parties shall mutually agree to the evaluation process that will be utilized. The process, at a minimum, shall include: (1) a written evaluation prepared by the City; (2) an opportunity for the parties to meet and discuss the evaluation; and (3) a presentation by the City of a written summary of the evaluation results. The formal written evaluation shall be delivered within thirty (30) days of the evaluation meeting. In addition, the City Manager shall receive an annual cost of living increase at the same time and in the same percentages as other City employees for the term of this Agreement and the term of any renewal hereof.

SECTION 7. Travel

The City Manager will receive a gas allowance of \$200.00 per month.

SECTION 8. Vacation Leave

The leave specified for the City Manager under this Section is in lieu of any and all other leave to which the City Manager might otherwise have been entitled as an exempt employee, as a fulltime employee, or otherwise, including but not limited to Paid Time Off (PTO), administrative leave, incentive leave, 4 hours per week time off allowance for department heads, or any other leave entitlement, however formulated or styled, now existing or implemented in the future, with the exception of designated paid holidays and leave required by applicable state or federal law (FMLA/Military Service). The City Manager acknowledges that the aforementioned terms constitute a waiver of benefits to which he might otherwise have been entitled, and that such terms constitute material terms and bargained for provisions of this Agreement.

The City Manager shall be entitled to 38 days (304 hours) of paid leave per fiscal year. Such leave shall expire and be forfeited at the end of each fiscal year. Such leave shall be used in increments of no less than one hour. The City Manager shall not be entitled to receive payment in exchange for the paid leave or in lieu of taking the paid leave, and upon separation of employment, the City Manager shall not be entitled to receive payment for unused paid leave.

SECTION 9. Insurance

- A. The City agrees to provide directly to the City Manager annual health insurance and annual dental insurance as provided to other managerial employees of the City.
- B. The City agrees to indemnify, defend and hold the City Manager harmless from any and all claims that may arise out of the City Manager's employment with the City provided that the City Manager is acting within the scope, terms and conditions of his employment. To that end, the City shall provide insurance coverage to protect and defend the City Manager from and against tort, professional liability claims of demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Manager's duties as the City Manager unless he acted in bad faith with malicious purpose or in a manner which exhibits wanton and willful disregard of human rights, safety or property. The City may compromise and settle any such claim or suit, and shall pay the amount of any settlement or judgment rendered thereon. Nothing herein shall be construed to waive or extend the City's sovereign immunity limitation of liability.
- C. The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

SECTION 10. Professional Development

The City Manager shall be responsible, out of his personal funds, for the payment of all expenses associated with his professional development, including but not limited to professional publications and expenses relating to various professional conferences and training. It is hereby noted that this obligation was a negotiated term incurred in exchange for an increase in the City Manager's starting salary.

SECTION 11. Memberships

The City agrees to budget and pay for the City Manager's memberships in the International City/County Managers Association (ICMA), and the Florida City/County Manager's Association (FCCMA).

SECTION 12. Business Expenses

The City shall reimburse, or may pay directly, for all the City Manager's reasonable and necessary employment-based expenses in accordance with the City's rules and regulations.

SECTION 13. Retirement

The City Manager shall participate in the Florida Retirement System pursuant to its normative processes and policies.

SECTION 14. Relocation Expenses

The City Manager shall be entitled to a reimbursement of up to \$1,200 in moving/relocation expenses and temporary lodging costs, as documented by appropriate receipts, leases, or other appropriate documentation.

SECTION 15. Other Terms and Conditions

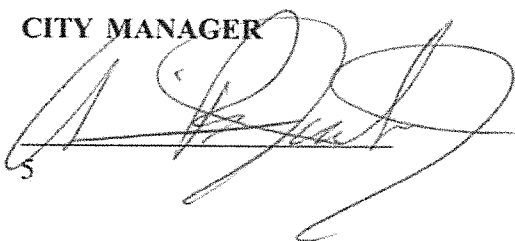
- A. The City, in consultation with the City Manager, shall fix any such other terms and condition of employment, as it may determine from time-to-time, relating to performance of the City Manager provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the *City Charter* or any other controlling law.
- B. All provisions of the *City Charter*, *City's Code of Ordinances* and the regulations and rules of the City relating to retirement and pension system contributions, holidays and other fringe benefits and working conditions as they exist or hereinafter may be amended, also shall apply to the City Manager as they would to other managerial employees of the City except as herein specially provided.

SECTION 15. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the City Manager.
- C. This Agreement shall be effective upon execution.
- D. If any provisions, or any portion, thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. Any notice required or permitted to be given under this Agreement shall be sufficient if hand delivered or sent by certified mail, return receipt requested, to his residence, in the case of the City Manager, or to its officers in the case of the City.

IN WITNESS WHEREOF, the City Commission of the City of Bunnell has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested, and the City Manager has executed this Agreement, both in duplicate, as of the date set forth above.

CITY MANAGER




5

8/30/18

Alvin B. Jackson, Jr., City Manager


Date

CITY OF BUNNELL, FLORIDA


Catherine D. Robinson, Mayor

9/10/2018
Date

CITY ATTORNEY


Wade C. Vose

9/10/2018
Date



Mission, Vision, Values, Principles

Employee Name:

Job Title:

Department:

Supervisor

Performance Period:

Date of Evaluation:

Managers are expected to commit to the City's mission statement, adhere to City principles, provide public service and contribute to a positive workplace environment that includes Emergency Management / Responsibilities, and diversity appreciation.

Purpose

The purpose of the Management evaluation is for the manager to receive constructive input from their immediate supervisor on how they performed during the performance period in the following areas:

- Establish workplan objectives for next review period (Unwavering Guide)
 - Leadership Team Values
 - Project deliverables/work assignments – Key Result Objectives
 - Managerial Core Evaluation Factors
 - Expected/desirable performance behaviors and training necessary to accomplish their performance goals over the next 12 months.

Performance Categories: The performance plan for management consist of three major categories: 1) City Leadership Values; 2) Project deliverables/work assignments – Key Results Objectives; and 3) Managerial Core Evaluation Factors. All three areas are equally important for ensuring values-based effective leadership at the City. As such, these three categories apply to all managers as described below.

1. City Leadership Values: The City leadership team has identified the following values that should be understood and actively implemented by all City Directors, Managers and Supervisors. The values provide specific guidance for implementing the Leadership purpose which states: The City Leadership team provides stable, collaborative leadership to ensure integrated decisions for today and vision for tomorrow.
 - We are committed to the success of each other – as a team and an organization.
 - We value and encourage open and honest communication.
 - We meet our customer's needs with professionalism and integrity.
 - Team work is the foundation of our excellence
 - Honesty is never compromised.
 - Our diversity is the cornerstone of our strength.
 - We do the coolest work on the planet

Annual Management Performance Evaluation/Work Plan – Competency-Based

A best practice in preparing to complete this form is to review, and if necessary update, the job description to reconfirm the expectations for performance for the employee. As you complete this form, also consider goals established for this year.

I. PERFORMANCE COMPETENCIES

Core Assessments: Check the rating that most closely represents your overall assessment of the employee's performance. Comments in support of each rating are recommended. If performance in a competency requires improvement or is exceptional, **comments are required**.

Requires Improvement:	Demonstrates satisfactory performance in some areas; however does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department/University operations.			
<p>1. <u>Job Knowledge</u>: Possesses and continually updates requisite knowledge and understanding of assigned duties, responsibilities, policies, procedures and compliance requirements to perform the position. Demonstrates technical skills required for the position. Understands business needs and desired outcomes.</p> <p><i>Comments, Examples and Measurables:</i></p>				
<p>2. <u>Work Product</u>: Demonstrates quality product including accuracy and thoroughness in work required for the position. Plans and completes acceptable quantity of work within deadlines. Works with diligence and identifies opportunities to streamline or improve processes.</p> <p><i>Comments, Examples and Measurables:</i></p>				
<p>3. <u>Customer Focus</u>: Consistently exhibits professional demeanor with internal and external constituents and peers through verbal and written customer focused communication. This includes listening, understanding customer expectations/perspective and acknowledging and responding to concerns in a timely and helpful manner. Demonstrates commitment to exceptional service, timely problem resolution.</p> <p><i>Comments, Examples and Measurables:</i></p>				
<p>4. <u>Dependability/Accountability/Professionalism</u>: Follows through on assignments. Takes ownership of work. Is reliable, professional and responsible. Adheres to procedures, practices, and work schedule. Work is completed in a timely manner and within established deadlines effectively using resources. Demonstrates commitment to professional development.</p> <p><i>Comments, Examples and Measurables:</i></p>				

Requires Improvement:	Demonstrates satisfactory performance in some areas; however does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department/University operations.			
<p>5. <u>Collaboration/Teamwork</u>: Demonstrates cooperation and teamwork. Values and seeks input and expertise of others. Contributes to the team environment by working effectively with others on the team to accomplish work. Treats co-workers with respect, honesty and fairness. Resolves issues effectively and is viewed as a positive team member and/or colleague.</p> <p><i>Comments, Examples and Measurables:</i></p>				
<p>6. <u>Communication</u>: Communicates effectively and respectfully verbally and in writing. Follows instructions and shares information appropriately. Engages in meaningful two-way conversations. Listens attentively and clarifies information when necessary.</p> <p><i>Comments, Examples and Measurables:</i></p>				
<p>7. <u>Commitment to/Demonstration of Inclusion & Welcoming Behavior in the Community</u>: Creates a welcoming learning and working environment with productive and positive workplace relationships. Builds and supports a diverse and inclusive community by demonstrating respect in the workplace. Proactively identifies opportunities to increase awareness and hold self and others accountable for acting in a way which breaks down barriers between groups of difference and creates an inclusive climate that accepts and welcomes diversity.</p> <p><i>Comments, Examples and Measurables:</i></p>				
<p>8. <u>Management</u>: Establishes performance expectations for staff. Provides timely, effective and meaningful feedback that motivates staff members to improve their performance. Builds and supports a high performing team. Assists employees in eliminating barriers to performance and provides encouragement for skill development. Delegates responsibility appropriately. Recognizes and rewards achievement.</p> <p><i>Comments, Examples and Measurables:</i></p>				
<p>9. <u>Leadership</u>: Establishes clear vision for staff and motivates employees to achieve their best performance. Engages and motivates staff, coaching for peak performance. Promotes a welcoming, inclusive and supportive work environment and fosters continuous improvement. Makes outreach efforts and uses resources to create a diverse workforce. Leads and manages change. Builds and manages relationships across the department and University.</p> <p><i>Comments, Examples and Measurables:</i></p>				

Managerial Core Evaluation Factors

Requires Improvement:	Demonstrates satisfactory performance in some areas; however does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department/University operations.			
<p>10. Contract Management- Contracts being managed by staff in their work unit are effectively managed ensuring that quality deliverables and or services are received from the vendors on time and within budget.</p> <p>Comments:</p>				
<p>11. Budget and Fiduciary Responsibilities: Budgets for their work units are prepared accurately, reasonably and on time. Expenditures are within 95% of the budgeted amounts for their areas of responsibilities by the end of the fiscal year.</p> <p>Comments:</p>				
<p>12. Innovation and Problem Solving: Deals comfortably with ambiguity and uncertainty. Has successfully organized problem solvers and stakeholders for high impact problems. Has experience with helping others adapt to changing environments and accept new situations.</p> <p>Comments:</p>				
<p>13. Influencing through Effective Communications; Listens carefully and attentively, encourages and accepts other points of view. Is able to effectively maintain a dialogue in difficult situations. Structures situations to create a desired impact and to maximize the changes of a favorable outcome.</p> <p>Comments:</p>				
<p>14. Customer Service Excellence: Can anticipate customers' needs and satisfy them proactively. Coaches their staff on how to meet customers' expectations. Inspires their staff to raise the bar of customer service delivery.</p> <p>Comments:</p>				
<p>15. Cooperation and Teamwork: Promotes team-based approach for solving problems. Promotes individual and team accomplishments and shares credit. Monitors team morale and intervenes appropriately.</p> <p>Comments:</p>				

Requires Improvement:	Demonstrates satisfactory performance in some areas; however does not perform or meet expectations consistently. Employee needs to acquire and/or develop necessary skills and build/sustain acceptable standard of performance.	Requires Improvement	Effective	Exceptional
Effective:	Consistently meets requirements of the position. At times employee may exceed expectations. Overall, employee makes solid, reliable and meaningful contributions to the department.			
Exceptional:	Delivers exceptional results in performance against goals and core functions. Demonstrates innovation and initiative in all aspects of the position. Excellent work is widely recognized and positively and significantly impacts department/University operations.			
16. Emergency Management: Demonstrates the ability to lead/manage emergency teams. Able to direct/manage the preparation, response, recovery and mitigation activities during an emergency or disaster. Comments:				
17. Diversity Appreciation: Commits to equity in contracting and recruiting initiatives. Coaches others in effective communications and collaboration in a diverse workforce. Promotes collaborative climate that recognizes, celebrates and rewards diversity. Comments:				
18. Safety, Security and Occupational Health: Knowledgeable of and experienced with implementing and managing the agency wide safety, security. Promotes a safe and secure work environment for their staff. Comments:				

II. ACHIEVEMENT OF GOALS

Identify the employee's major achievements and progress toward meeting established goals.

III. OVERALL PERFORMANCE RATING AND SUMMARY COMMENTS

Provide an overall performance rating based on the ratings assigned to core, and if appropriate managerial, competencies in this evaluation.

Points Total: _____ ÷ 18 Factors Evaluated = Average Rating: _____ Overall Performance Rating:

Summarize the employee's performance for this period paying particular attention to performance strengths and weaknesses and note areas and opportunities for professional development for the upcoming year. Clearly address performance that may require improvement or may be especially strong or exceptional.

Areas of Strength:

Employee consistently demonstrates leadership, sets direction, gains commitment for actions consistent with City values. The establishment of department values that link to the City values and mission and vision was exemplary.

Area’s for Improvement:

Project Deliverables/ Work Assignments- Key Workplan Objectives: Specific projects, task or work assignments that the manager will be responsible for during the next review period. Identify performance outcomes that will be used to determine if the manager successfully met the Key Results Objectives aligning with City’s strategic plan. Performance Measures may include completion dates, customer service satisfaction and a measure of quality for the specific project, task or work assignment.

Work Plan For Current Review Period:

Key Outcome Objectives	Performance Outcome (to be completed during next evaluation)

IV. EMPLOYEE COMMENTS (Optional)

The employee may comment on the performance review in the space provided below.

Employee's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

Director's Signature: _____ Date: _____

City Manager Signature: _____ Date: _____

Merit Increase Amount: _____

Work Plan Next Review Period: (Employee to take from current evaluation)

Key outcome Objectives	Performance Outcome (To be completed during next evaluation)



City of Bunnell

City Manager Performance Evaluation

Name: Alvin B. Jackson Jr.

Evaluation Period: 10/1/2020 thru 10/1/2021

Definition of Ratings

- (1) Unsatisfactory: Consistently does not meet the performance standard.
- (2) Improvement Needed: Occasionally meets the performance standard, seldom exceeds.
- (3) Meets: Performs at the performance standard.
- (4) Exceeds: Consistently meets and often exceeds the performance standard.
- (5) Outstanding: Consistently exceeds the performance standard.

Individually assess performance by rating from (1) to (5) based on the definitions above. Mark N/A if you do not have enough information to rate.

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.		
B. Reporting to City Commission is timely, clear, concise and thorough.		
C. Accepts direction/instructions in a positive manner.		
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.		
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.		
F. Provides the City Commission with clear report of anticipated goals.		
G. Has an "open door policy" for Commissioners.		
Average score for this category	0	0
Weighted Score		0
Comments:		
2. Public Relations		
A. Projects a positive public image.		10%
B. Is courteous to the public at all times.		
C. Maintains effective relations with media representatives.		
D. Responds to requests from the public in a timely manner.		
Average score for this category	0	0
Weighted Score		0
Comments:		
3. Effective Leadership of Staff		
A. Delegates appropriate responsibilities.		20%
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.		
C. Initiates programs to motivate staff.		
D. Initiates programs to enhance the City of Bunnell workplace.		
Average score for this category	0	0
Weighted Score		0
Comments:		

4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.		
B. Controls expenditures in accordance with approved budget.		
C. Keeps City Commission informed about revenues and expenditures, actual and projected.		
D. Ensures the budget addresses the goals and objectives, including readability.		
Average score for this category	0	0
Weighted Score		0
Comments:		
5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.		
B. Written communications are clear, timely, forthright and encourages feedback.		
Average score for this category	0	0
Weighted Score		0
Comments:		
6. Personal Traits		10%
A. Initiative.		
B. Openness: Encourages participation in decision making process.		
C. Fairness and Impartiality.		
D. Creativity.		
E. Visionary.		
Average score for this category	0	0
Weighted Score		0
Comments:		
7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Federal organizations/governments.		
B. Financial resources (grants) from other agencies are pursued.		
C. Contributions to good government through regular participation.		
D. Lobbies effectively with legislators and State agencies.		
Average score for this category	0	0
Weighted Score		0
Comments:		

FINAL

0.00

- 1.00-1.99 Unsatisfactory
- 2.00-2.99 Improvement Needed
- 3.00-3.99 Meets Job Standards
- 4.00-4.49 Exceeds Job Standard
- 4.5-5.00 Outstanding

Overall Comments:

Signature of Evaluator:	Date:
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City of Bunnell, Florida

ATTACHMENTS:

Description

City Manager Report- July 2021

Type

Exhibit

City Manager's Monthly Report



Dr. Alvin B. Jackson, Jr.
City Manager
For July 2021

Published: August 2021

City Commission Mission Statement

The City Commission of the City of Bunnell is dedicated to providing its citizens, businesses and visitors with quality services that ensure Life, Liberty and the Pursuit of Happiness!



Core Values

The following are the core values for the City of Bunnell:

- Loyalty to the team, the objectives, and the mission.
- Teamwork. Cultivate a “we environment.” - Be passionate team player.
- Communication. Share information freely, maintain an on-going dialog.
- Respect individual strengths; Embrace diversity.
- Empathy. Care about people.
- Always determine what is important to team members.
- Honor everyone. Demonstrate respect for all persons.
- Say “thank you.” Show appreciation in every way possible.
- Self-Control. Stay open, ask questions & maintain clam demeanor in the face of every challenge.
- Have a forgiving spirit.
- Professionalism always. Maintain a positive attitude & a pleasing personality.
- Cultivate creativity.
- Seek great personal satisfactions in helping others succeed.
- Be an active listener– quick to hear, slow to speak.
- Be a person of fairness & justice to all.
- Have an action plan, including results oriented goals with measurable outcomes.
- Create a culture of warmth & belonging, where everyone is welcome.
- Have fun; create an environment where employees can think big & excel.
- Integrity: to be honest, open, ethical & fair.
- Fiscal accountability: to be good stewards of agency funds.

Mission Statement

The City of Bunnell will provide its residents, businesses, visitors, partners and staff with value centric leadership to create a safe, sustainable, attractive, strong and vibrant community while building on our rich heritage as the foundation to improve the City's economic future and to achieve the highest possible quality of life for the overall community through the exemplary services we provide.

Vision Statement

The City of Bunnell commits to building on its heritage, while enhancing a high quality of life for all its citizens. We pledge to work in collaboration with our residents and business community to foster pride in the City, develop a vibrant and diverse economy and a thoughtful plan for the future.

Commissioner Baxley and Commissioner Nobles resigned their seats in the month of July. They will be missed.

In accordance with the City Charter, the City Commission determined a process on how to fill the vacancies.

At it's July 26, 2021, Commissioner Bob Barnes and Commissioner Tina-Marie Schultz were sworn in to fill the vacancies for the remainder of the terms of Commissioner Baxley and Commissioner Nobles.



The City of Bunnell declared a local state of emergency on March 18, 2020.

On July 9, 2020, the City Commission adopted Emergency Resolution 2020-20 Requiring the wearing of Face Coverings in Public Places. There has been no change to this Resolution.

Due to the continued rising COVID cases, the City continues to offer hybrid Virtual City Meetings to help lessen the spread of COVID. All voting members of the board are physically present in one location and staff and public are participating virtually.

There is limited space for public to attend a City meeting in person. If you wish to attend a City meeting in person, please contact the City Clerk Office to reserve one of the limited seats. If attending in person, masks may be required.

Join Zoom Meeting via INTERNET CONNECTION:

<http://bunnellcity.us/meeting>

OR click the Virtual Meeting banner on the City website www.bunnellcity.us

OR open via the Zoom App

Meeting ID: 944 464 2817

OR TO JOIN VIA TELEPHONE (AUDIO) ONLY:

+1 253 215 8782 US

+1 301 715 8592 US

Meeting ID: 944 464 2817

All residents and businesses are urged to continue to follow Florida Department of Health and CDC guidance, to include:

- **Wearing cloth face coverings when out in public**
- **Practicing aggressive social distancing at all times – people should keep a minimum of 6 feet of space between one another**
- **Frequent hand washing for at least 20 seconds, or use an alcohol-based (at least 60% alcohol) hand sanitizer when soap and water are not available**
- **Avoiding close contact with people who are, or may be, sick**

Park Updates, Facility Rentals and Garage Sale Permits

All City parks are open. Parks operate during daylight hours (ie. dawn to dusk).

Certain facilities, such as water fountains are still considered off limits due to the pandemic and constant disinfection of these facilities is not possible.



The City is accepting applications for the rental of parks and rental facilities. Applicants are required to turn in a completed rental application AND include a COVID/ Social Distancing plan or measures that will be taken with the application. If no plan is provided, the rental will not be approved.

Coquina City Hall located at 200 S. Church Street is not currently available to rent.

Garage Sale Permits: The City is accepting requests for Garage Sale Permits. Residents need to make their request to the Utility Billing Department and provide a COVID/Social Distancing Plan.

Per the City Code of Ordinance, there is a limit on the total number of garage sale permits that can be issued to a property/ address point in a calendar year.

Information Technology

Working with the new telecom vendor TPx on the migration to the new phone system. All of the porting paperwork is completed, awaiting receipt of hardware to schedule the migration.

The Board approved the Automatic Vehicle Location (AVL) contract with Verizon Wireless. Started receiving equipment. Setup the various users of the system.

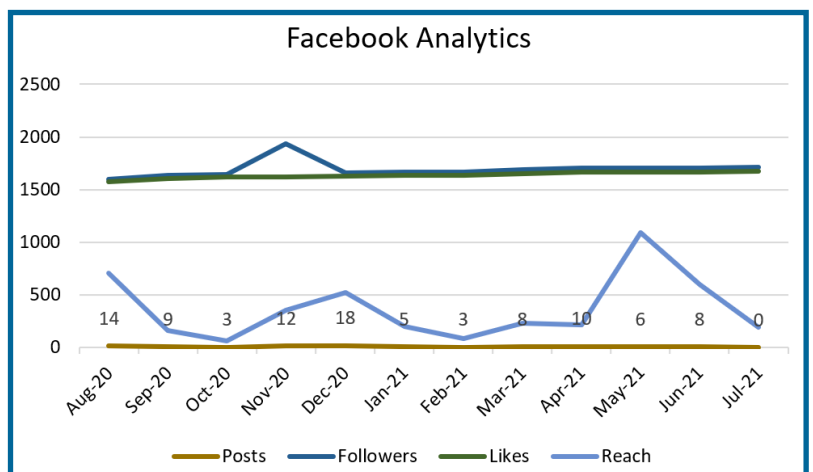
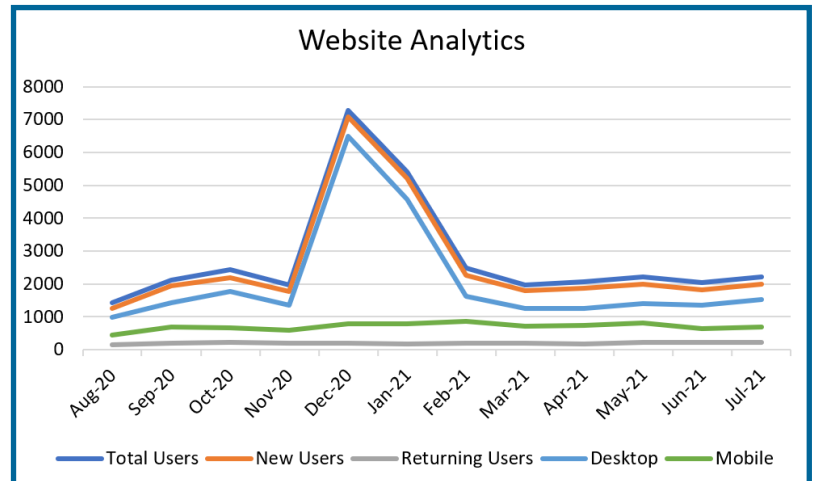
Worked with vendors getting quotes for equipment and materials. Including fiber optic cabling for the new modular trailer for the PD. Ordered and started receiving materials and equipment for the next office relocation. Started pulling wires into Suite 4.

Still awaiting the cameras for JB King. The global chip shortage is really causing an issue for vendors.

Finished installing the new Adobe Acrobat subscription on the various machines.

Top 10 web pages:

- | | |
|-----------------------|---------------------|
| 1. Home Page | 6. City Commission |
| 2. Open Positions | 7. Police |
| 3. Agendas | 8. Human Resources |
| 4. Building Permits | 9. Volunteer Boards |
| 5. Contacts Directory | 10. Community |



City Clerk Office

The City Clerk Office published agendas for all the City's Public meetings, - 5 City Commission Meetings or Workshops. There was no Code Enforcement Board Meeting scheduled. The Planning, Zoning and Appeals Board Meeting was cancelled due to a lack of items to hear and a cancellation agenda was published. Additionally, 2 Public Meetings were scheduled and staff support provided for the City's negotiations with the Fraternal Order of Police representing the Bunnell Police Department. The City Clerk office continues to spend a minimum of an additional 2 hours per meeting for COVID work that is done pre and post meetings.

The Federal Grant application seeking funding for repairs and reconstruction of the Coquina City Hall is pending; follow-up questions were asked by the grant authority.

Work to the Public Works yard continued; the reroof of the Public Works Yard was completed. However, the storm at the beginning of July, caused damage to the Public Works yard. Repairs for this damage is being explored at this time.

The City Clerk's Office continues to work on continuing facility repair issues and getting alternate work space as approved by the Commission ready to occupy.

The Clerk's Office is working with the Supervisor of Elections for the 2022 Municipal Elections.

Business Tax Receipts (BTRs)

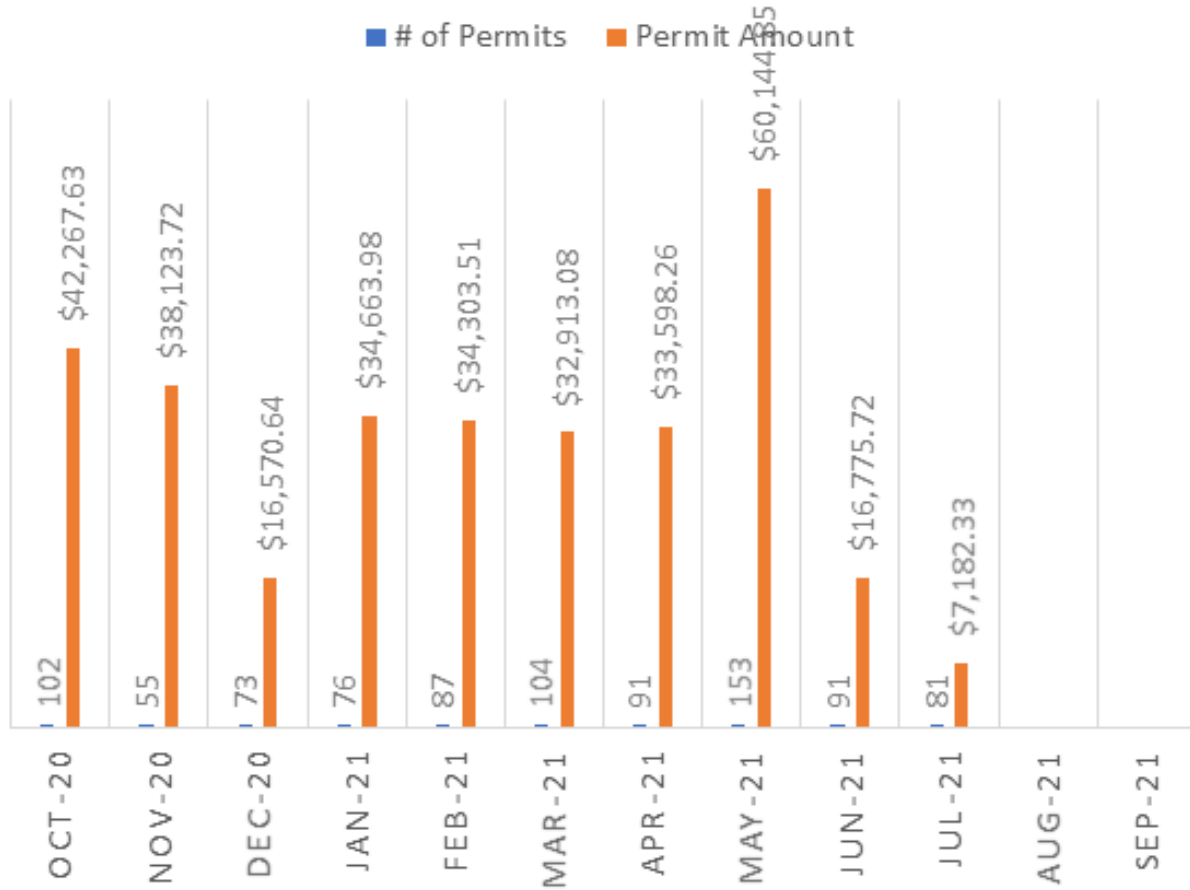
It is Business Tax Receipt (BTR) Renewal season. Since 2013, the City has had an Interlocal Agreement with the Flagler County Tax Collector Office for processing BTR renewals. The Flagler County Tax Collector Office sent out the FY 21/22 notices or e-mails in July. The City renewed BTRs for 1,137 businesses. This does not include those who were in the process of obtaining their initial BTR at the time all renewal information was provided to the County.

Businesses need to pay their FY21/22 BTR fees through the Flagler County Tax Collector Office by September 30, 2021. Florida Statute and the City's Code of Ordinance require penalties be added to a BTR if not paid by September 30th. The required penalties are as follows: 10% October 1st ; 15% November 1st; 20% December 1st; and 25% January 1st.

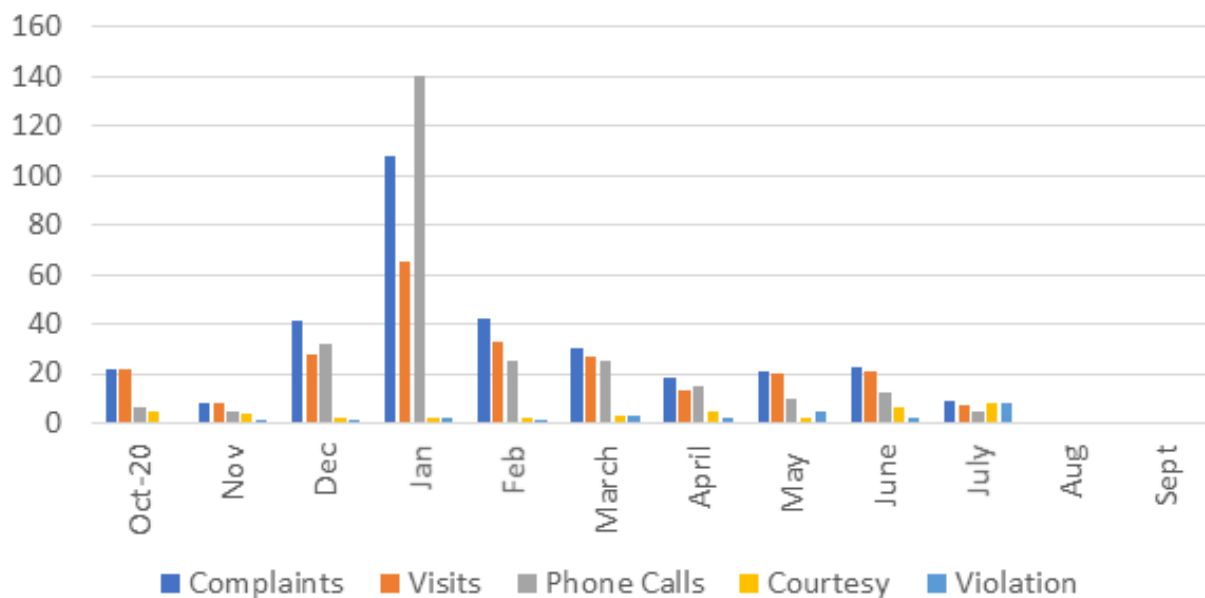
Any business who has questions about their BTR should call 386-437-7500 x 5

Community Development

PERMITS



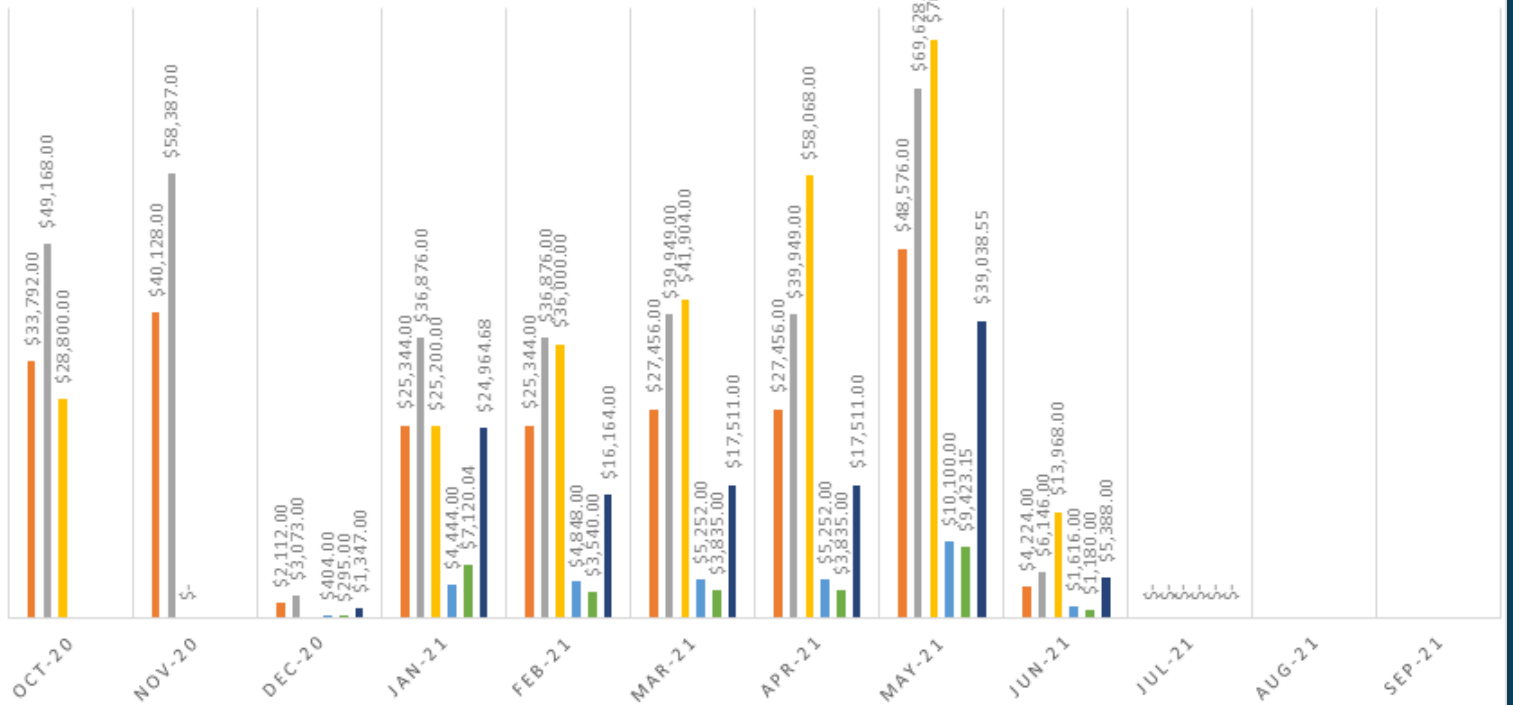
Code Enforcement



Community Development

IMPACT FEES

Water Sewer School Parks and Recreation Police Transportation



Projects

Grants Projects:	Expenses	Grant Amt
West Side Storm Water Improvements Phase II:	\$ 423,353	\$500,000
Final invoice from Engineer received. Project close-out in progress.		

Community Development Block Grant (CDBG):

Award notice received. CDBG Procurement Policy Ordinance revision for non-compliance satisfies requirements per Grant Manager. Ordinance 1st reading to be on next available meeting agenda.

Hazard Mitigation Grant Program (HMGP):	\$ 950	\$138,070
Order for generators has been placed. Estimated delivery September 3, 2021.		

2022 REDI - Sewer Slip Lining Rehabilitation - Phase 4:	\$	\$500,000
Contract received. August 9 Commission Agenda.		

Utility Master Plan:

Master Plan:	Expense	Funding Amt
Master Plan WWTP Project Funding:	\$ 104,903	
USDA / SRF Application submitted.		

Water Protection Grant Funding		\$7,080,000
Application submitted July 13th.		

This grant funding opportunity became available through Florida Department of Environmental Protection's Protect FL Together program. The amount applied for is 50% of the estimated construction cost with a required 50% local match. Could be used with SRF loan if awarded both.

Wastewater Treatment Plant Rehab / Expansion:	\$522,378	\$1,000,000
Design and permitting in process.		

Total Projects Expense:	Total Grants
\$1,051,584	\$9,218,070

Infrastructure

- New water meter installations April 2021:
- Residential: 7 new installations
- Total billed meters: 2,022

Police Department



Bunnell Police Department participates with the Flagler County Sheriff's Office in the Free Mobile PAL CAMP at the Carver Gym pictured below. Unfortunately, attendance from the children in the community was light and sporadic.

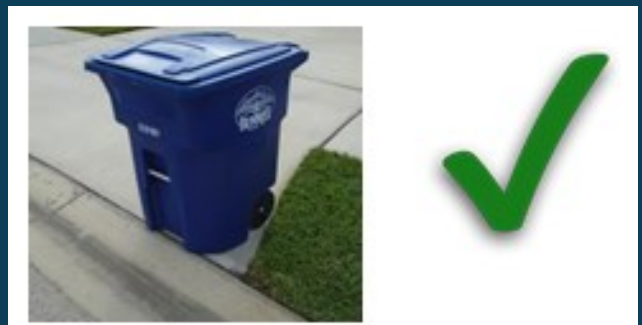


Solid Waste

SERVICE	AMOUNT COLLECTED	TRUCK LOADS
Residential Garbage	133.12 Tons	10.24
Residential Recycle	23.74 Tons	1.83
Yard Waste	88 Yards	4.4
Commercial Garbage	182.74 Tons	14.06
Commercial Cardboard	24.90 Tons	1.92
Scrap Metal	1.99 Tons	1
Construction & Demolition and Bulk debris	36.43 Tons	10.40

Cart Placement Regulations and Guidelines

- ⇒ Face lid opening of cart toward the street (handles & wheels facing house)
- ⇒ Place front of cart within 3 feet of street edge
- ⇒ Allow 2 feet of clearance on each side of cart
- ⇒ Do NOT fill carts with construction debris, dirt or yard waste
- ⇒ Yard waste- compact PILES no larger than 6'x6'x6'; No string, plastic ties, hoses, bags or other debris with yard waste.
- ⇒ It is recommended to place carts out the night before. The driver is not able to turn around if your cart is not out when the truck is on your street.
- ⇒ Do not place carts near parked cars, fences, mailboxes, trees, other carts, or any other obstruction that could interfere with the truck picking up your cart.





RESIDENTIAL SOLID WASTE SERVICE INFORMATION

QUESTIONS? CALL 386-437-7500

SCHEDULE:

City (Not in Grand Reserve):

MONDAY: YARD WASTE (ONE pile only)

TUESDAY: GARBAGE in cart

WEDNESDAY: RECYCLING

FRIDAY: GARBAGE in cart

FRIDAY: BULK ITEMS

Grand Reserve:

MONDAY: GARBAGE in cart

MONDAY: YARD WASTE (ONE pile only)

WEDNESDAY: RECYCLING

THURSDAY: GARBAGE in cart

FRIDAY: BULK ITEMS

YARD WASTE RULES:

- Compact PILES no larger than 6'x6'x6'
- No string, plastic ties, hoses, bags or other debris should be included with yard waste
- ONLY 6 yard per month is FREE
- If a contractor is hired for tree removal and leaves the debris at the right of way, the City is obligated to remove the hazard from the right of way and charge for the pick-up

CART PLACEMENT: USE CITY ISSUED CARTS ONLY

- Face lid opening of cart toward the street (handles & wheels facing house)
- Place front of cart within 3 feet of street edge allowing 2 feet of clearance on each side of cart
- **Do NOT** fill carts with construction debris, dirt or yard waste
- **Do NOT** place carts near parked cars, fences, mailboxes, trees, other carts, or any other obstruction that could interfere with the truck picking up your cart.
- **DO** place them within 3 feet of the paved street.
- It is recommended to place carts out the night before. The driver will not turn around if your cart is not out when the truck has passed your house.
- Drivers do not exit the truck to handle debris left on the ground or piled on top of cart.



PROPER PLACEMENT ON DRIVEWAY



DO NOT PLACE IN ROAD

BULK PICK UP: TO SCHEDULE CALL 386-437-7500 x 3

For bulk pick-ups, please call BEFORE the pick-up day to ensure your work order will be completed.

- There are NO charges to pick up residential furniture such as mattresses, couches, rugs, etc.
- There **ARE** charges for tires
- There **ARE** charges for construction materials— doors, wood, cabinets, pallets, drywall, tile, pavers, etc.
- There **ARE** charges for appliances and fixtures— TVs, toilets, washer/dryer, hot water heater, fridges, etc.
- There **ARE** charges for household clean out/move out piles

THESE WILL AFFECT ABILITY TO PICK UP:

- Carts facing the wrong direction
- Debris piled too high on cart; lid needs to be able to close
- Placed too close to mailbox, another cart, car or obstruction
- Using non-City issued carts



WRONG DIRECTION



DEBRIS IN CART TOO HIGH



TOO CLOSE TO OBSTRUCTION

GENERAL NOTE:

- **DO NOT STORE** items you DO NOT WANT PICKED UP - such as sports equipment or piles being hauled away by a contractor at a later date - on or near the road. For safety reasons, the City is obligated to remove all debris and items left in the right-of-way. If it is an item that is considered bulk, excessive yard waste or any other chargeable item, it will be added to your utility bill.

RECYCLING SERVICE INFORMATION

The Following are the only items to be placed in the Recycling (Yellow lidded) Carts:

- CLEAN Cardboard, Shipping Boxes and pantry food type storage boxes free from food residue and plastic bags/windows
- Aluminum Products such as cans, bottles, pans, etc.- free from food residue



ABSOLUTELY NO:

- ~ Pizza boxes ~ Newspaper, Magazines & Junk Mail ~ Paper and tissue paper
- ~ Glass ~ Plastics, Plastic bottles, Plastic Bags ~ Milk or Juice Cartons
- ~ Light bulbs or other fluorescents

In accordance with the City's Solid Waste Code and Fee Resolution, failure to follow recycling guidelines may result in a recycling contamination fee being assessed to the utility account

Solid Waste Fiscal Year Comparisons

	FY 18/19	FY 19/20	FY 20/21 (as of 6/30/2021)
Commercial Solid Waste	2040.30 Tons	1960.54 Tons	1468.91 Tons
Residential Solid Waste	1236.09 Tons	1380.89 Tons	1156.07 Tons
Cardboard & Recycle	451.28 Tons	585.98 Tons	476.26 Tons
Yard Waste	1322.57 Yards	1593.00 Yards	920 Yards
Construction & Debris (C&D)	405.66 Tons	315.51 Tons	483.07 Tons
Scrap/Misc.	122.20 Tons	12.789 Tons	2.28 Tons
Yearly Total	5578.10	5848.71	4506.59