

City of Deltona

2345 Providence Blvd.
Deltona, FL 32725

Agenda

City Commission Workshop

Mayor John C. Masiarczyk Sr.
Vice Mayor Chris Nabicht
Commissioner Heidi Herzberg
Commissioner Gary Mitch Honaker
Commissioner Nancy Schleicher
Commissioner Diane J. Smith
Commissioner Brian Soukup

Monday, March 14, 2016

5:30 PM

2nd Floor Conference Room

1. CALL TO ORDER:

2. ROLL CALL – CITY CLERK:

3. PLEDGE TO THE FLAG:

PUBLIC COMMENTS: – Citizen comments limited to items not on the agenda and comments on items listed on the agenda will take place after discussion of each item.

4. BUSINESS:

- A.** Sports Facility needs Assessment presentation - Chris Bowley, Planning and Development Services, (386) 878-8602.

Strategic Goal: Infrastructure; Engage a consultant for parks master planning.

Background:

The City of Deltona performed a series of strategic planning workshops in 2015 to create a City Strategic Plan. Within that plan, master planning and cost estimating efforts were identified to help with a sports facility needs assessment. Regional sports facilities have become a major focus and economic generator for communities with the advent of amateur sports. Each community seeks to capitalize on the revenue generation and health aspects of this form of economic development. To that end, Staff placed a request for proposal (RFP #16007) out for responses and received two scopes. Of the two, the lowest amount is also the most familiar with the City of Deltona.

With the submittals, staff seeks the approval to continue forward with the budgeted effort and select the Tetrattech team as the experts to help the City identify its sports and recreational niche. This effort will

also support the creation of a City Center. See attached scope of services, which includes the development of a business pro forma.

B. Senior Community Center update - Chris Bowley, Planning and Development Services, (386) 878-8602.

Strategic Goal: Fiscal Issues; New Senior Community Center.

Background:

The City of Deltona is in the process of designing a new senior community center and brought the initial concept to the City Commission at the March 2, 2016, City Commission Workshop. Based on that meeting, the City Commission elected to remove the proposed gymnasium. The City Commission also requested information on the following, to which research was conducted with the following determinations:

1. Relation of the building - the community center is being designed to maximize the existing building pad. Movement of the building will result in additional site work and development costs. Staff will work with the consultant to design a more attractive entranceway to the building.
2. Expand the assembly area - the assembly area is being expanded to the maximum leasable area that addresses a return on investment. The consultant has determined that the assembly area can be increased to accommodate 1,000 people if desired. The cost still needs to be verified and whether the cost can be absorbed in the current budget. The consultant has cautioned whether the market will support the need/constant use for such a large assembly area.
3. Expand the parking facility - the parking lot is being expanded. The site will be designed to accommodate the maximum number of parking spaces.
4. Provide senior apportioned facilities - from the start of the project a secondary kitchen for the Council on Aging was included in the design and the senior citizens will have their own pool room and gathering area.
5. Provide the ability to install photovoltaic/solar cells on the roof - item is still being researched regarding the financial feasibility and will be included if fiscally prudent and within the project budget.

To meet the schedule for a December 2017 completion date, the conceptual plan must be agreed to by the end of March 2017. A more detailed layout plan will be provided by March 23, 2016 for

discussion at the March 28, 2016 Commission workshop meeting.

- C. EVAC agreement with Volusia County - Robert Rogers, Fire Department (386) 878-6902.

Strategic Goal: In the Visioning Sessions for the development of the 5 year Strategic Plan It was identified that the FD should pursue the ability of the City to provide medical transport.

Background:

In the Visioning Sessions for the development of the 5 year Strategic Plan It was identified that the FD should pursue the ability of the City to provide medical transport. Over the past months staff has been working with the Union and has met with County staff on this issue. Volusia County has proposed a new standard agreement for all cities. The Municipal Transport Program brings all municipal agencies under one standardized agreement and includes new provisions for better reporting, Continuing the Medical Directors Q/A process, a detailed Business Associate Agreement covering billing and HIPPA requirements, and expanding the current agreement to a new Contingency Plus system where our transport vehicle can be placed into service during times of high call load when VCEMS (formerly EVAC) would otherwise have a known extended ETA.

- D. Storm water credit for commercial properties - Gerald Chancellor, Public Works Director (386) 878-8998.

Strategic Goal: City infrastructure improvements and related funding.

Background:

The City recognizes that certain private developed properties that are subject to the stormwater utility fee have constructed and currently operate and maintain stormwater facilities that can reduce stormwater runoff impacts from the subject property. In addition, these private facilities reduce the burden on the City to maintain, operate and provide capital improvements to the stormwater management system. Applicants previously had an opportunity to apply for and be granted either 30 or 45% credit dependent upon the specifics of the site. This Ordinance change increases the percentage to either 35 or 50% and in addition, provides those property owners who have stormwater systems constructed prior to implementation of State regulatory permitting a maximum credit opportunity of 35%.

- E. Local preference ordinance - Becky Vose, Legal Department (407) 448-0111.

Strategic Goal: Economic Development

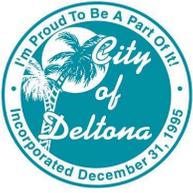
Background:

There has been a request to have a formal ordinance expressing a local preference for local contractors that would not require additional costs to the city. The proposed ordinance accomplishes this purpose.

5. CITY MANAGER COMMENTS:**6. ADJOURNMENT:**

NOTE: If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk, Joyce Raftery 48 hours in advance of the meeting date and time at (386) 878-8500.



Agenda Memo

AGENDA ITEM: A.

TO: Mayor and Commission

AGENDA DATE: 3/14/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 4 - A

SUBJECT:

Sports Facility needs Assessment presentation - Chris Bowley, Planning and Development Services, (386) 878-8602.

Strategic Goal: Infrastructure; Engage a consultant for parks master planning.

LOCATION:

City-wide.

BACKGROUND:

The City of Deltona performed a series of strategic planning workshops in 2015 to create a City Strategic Plan. Within that plan, master planning and cost estimating efforts were identified to help with a sports facility needs assessment. Regional sports facilities have become a major focus and economic generator for communities with the advent of amateur sports. Each community seeks to capitalize on the revenue generation and health aspects of this form of economic development. To that end, Staff placed a request for proposal (RFP #16007) out for responses and received two scopes. Of the two, the lowest amount is also the most familiar with the City of Deltona.

With the submittals, staff seeks the approval to continue forward with the budgeted effort and select the Tetrattech team as the experts to help the City identify its sports and recreational niche. This effort will also support the creation of a City Center. See attached scope of services, which includes the development of a business pro forma.

COST:

Up to \$50,000

SOURCE OF FUNDS:

General Fund

ORIGINATING DEPARTMENT:

Planning and Development Services

STAFF RECOMMENDATION PRESENTED BY:

Chris Bowley, Director, Planning and Development Services - Staff recommends that the City Commission approve of the use of Tetrattech in a phased manner to complete a sports facility needs assessment.

AGENDA ITEM: A.

POTENTIAL MOTION:

“I hereby move to approve of the use of Tetrattech in a phased manner to complete a sports facility needs assessment as generally identified in the attached scope of services.”

RFP#16007
CITY OF DELTONA
REQUEST FOR PROPOSALS FOR A
NEEDS ASSESSMENT FOR A SPORTS FACILITY

SCOPE OF SERVICES

The City of Deltona (City) is seeking Proposals packets (RFP's) for a professional market analysis to guide the City in its decision to build a sports facility/complex. The City is the largest municipality within Volusia County, Florida, with over 87,000 residents. Of these residents, 24,000 are children (over 25% of the population). Deltona has over 50 years in establishment as a community. Twenty years ago, the City was incorporated and has grown into a 41-square mile municipality, with over 80% of the land uses within single-family residential homes. The City believes the children are underserved by the existing City recreational facilities and that a market exists to address the growing youth population and to draw others into the Deltona community by building a "sports facility". The City requires assistance to define what that "sports facility" should be and what market "niche" will be addressed. For example, is the sports facility a stadium (How big, for whom...baseball, football, soccer, local or regional use, more sports fields and/or a combination stadium and sports fields? Further, if the market analysis indicates that a "sports facility" is not required and/or fiscally imprudent, the City needs to know this as well.

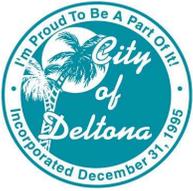
Finally, as the City continues to grow, the importance of a City Center becomes paramount. As development patterns and roadway facilities have been constructed, the Howland Blvd. corridor has taken on primary importance as the main commercial gateway into the City. This corridor includes hundreds of vacant acres within the Deltona Activity Center and along Howland Blvd. Howland Blvd. is the current location of two high schools and a new Senior Community Center being designed and constructed in 2017. The City believes a "sports facility" can serve as an anchor to create and/or support the City Center. The City Center will also encourage further economic development along the Howland Blvd. corridor.

The City, therefore, is seeking a market analysis of our City and current sports facilities with the following orientation:

1. Is there a market for a "sports facility"? What is the definition of a "sports facility"? Should the "sports facility" be located along the Howland Blvd. corridor that will be tied to the new Community Center to create an overall City Center?
2. Given the high percentage of youth population within the City, what types of facilities are needed to service that market segmentation and any additional market segmentation? Should the City be looking at sports tourism to address the current youth population and/or as a viable catalyst for economic development?
3. What is the product mix of sports facilities and sports fields (i.e. soccer, baseball, softball, and football fields)? Is there a need for a stadium, and if so, define that stadium in uses, size, events, etc.?
4. Of the sports facilities/fields needed to serve the population, can they be sustainable to become an economic generator for the City? Can the stadium be a regional economic generator?

5. Will the sports facilities/fields regionally compete with similar facilities throughout Central Florida and should the phasing of their construction be timed to further economic/population growth?
6. How will the sports facility and City Center long-range economic development goals create synergy along Howland Blvd., within the Deltona Activity Center, on vacant land adjacent to the Community Center, and for existing parks facilities?
7. What are typical supporting land uses that can be developed within the Activity Center and along Howland Blvd. that will create long-range economic development for the City?
8. Provide a business pro forma to support the need and cost for constructing the "sports facility" that will address financial viability/feasibility and economic impact analysis to the community.

From this analysis, the recommendation from the consultant will be to provide the recreation/sports niche that the City should be considering in its long-range economic development and facility goals. From this niche, the existing parks facilities and utility master plan will be combined for efficient land use planning. This work is outside of this RFP. The City also welcomes input/suggestions to the RFP in the event further questions should be addressed. A copy of the Parks and Recreation Plan (May 2008) is attached for background information.



Agenda Memo

AGENDA ITEM: B.

TO: Mayor and Commission

AGENDA DATE: 3/14/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 4 - B

SUBJECT:

Senior Community Center update - Chris Bowley, Planning and Development Services, (386) 878-8602.

Strategic Goal: Fiscal Issues; New Senior Community Center.

LOCATION:

Lot 7 of Howland Crossings.

BACKGROUND:

The City of Deltona is in the process of designing a new senior community center and brought the initial concept to the City Commission at the March 2, 2016, City Commission Workshop. Based on that meeting, the City Commission elected to remove the proposed gymnasium. The City Commission also requested information on the following, to which research was conducted with the following determinations:

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AGENDA ITEM: B.

regarding the financial feasibility and will be included if fiscally prudent and within the project budget.

To meet the schedule for a December 2017 completion date, the conceptual plan must be agreed to by the end of March 2017. A more detailed layout plan will be provided by March 23, 2016 for discussion at the March 28, 2016 Commission workshop meeting.

COST:

N/A

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

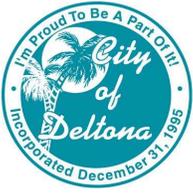
Planning and Development Services

STAFF RECOMMENDATION PRESENTED BY:

None.

POTENTIAL MOTION:

N/A - For discussion and direction to staff as necessary.



Agenda Memo

AGENDA ITEM: C.

TO: Mayor and Commission

AGENDA DATE: 3/14/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 4 - C

SUBJECT:

EVAC agreement with Volusia County - Robert Rogers, Fire Department (386) 878-6902.

Strategic Goal: In the Visioning Sessions for the development of the 5 year Strategic Plan It was identified that the FD should pursue the ability of the City to provide medical transport.

LOCATION:

[N/A]

BACKGROUND:

In the Visioning Sessions for the development of the 5 year Strategic Plan It was identified that the FD should pursue the ability of the City to provide medical transport. Over the past months staff has been working with the Union and has met with County staff on this issue. Volusia County has proposed a new standard agreement for all cities. The Municipal Transport Program brings all municipal agencies under one standardized agreement and includes new provisions for better reporting, Continuing the Medical Directors Q/A process, a detailed Business Associate Agreement covering billing and HIPPA requirements, and expanding the current agreement to a new Contingency Plus system where our transport vehicle can be placed into service during times of high call load when VCEMS (formerly EVAC) would otherwise have a known extended ETA.

COST:

N/A

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

City Manager's Office

STAFF RECOMMENDATION PRESENTED BY:

Robert Rogers, Acting Fire Chief - Provide direction to City Manager to approve the Municipal Transport Program and move forward with the requirements of this agreement.

POTENTIAL MOTION:

N/A - For discussion and direction to staff as necessary.

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the "Agreement"), is entered by and between the City of _____ ("Business Associate"), with the address of _____ and the **County of Volusia** ("Covered Entity"), a Florida political subdivision with the address of 125 W. New York Avenue, Suite 182, DeLand, Florida 32720-5415 (collectively referred to as "Parties"), for the purpose of: Municipal Transport Program.

WITNESSETH

WHEREAS, Covered Entity is a health care provider and a "covered entity" as defined in the Health Insurance Portability and Accountability Act of 1996 and related regulations, as amended from time to time ("HIPAA"); and

WHEREAS, Business Associate is a "business associate" as defined in HIPAA; and

WHEREAS, Covered Entity wishes to commence or continue a business relationship with Business Associate that shall be/has been memorialized in a separate agreement (the "Underlying Agreement"), and the nature of the Underlying Agreement may involve the exchange of Protected Health Information ("PHI") as that term is defined in HIPAA; and

WHEREAS, the HIPAA Privacy Standards, as amended from time to time (the "Privacy Rule"), require Covered Entity to obtain and document satisfactory assurances from the Business Associate that the Business Associate shall appropriately safeguard PHI through a written contract; and

WHEREAS, the HIPAA Security Standards, as amended from time to time (the "Security Rule"), govern the security of PHI obtained, created or maintained electronically by covered entities and business associates as defined in HIPAA; and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act, found in Titles XIII and XIV of the American Recovery and Reinvestment Act of 2009, modifies certain provisions of HIPAA relating to the privacy and security of PHI; and

WHEREAS, the parties acknowledge that, in the event of a violation of HIPAA or the HITECH Act by Business Associate, Business Associate may be subject to the same civil and criminal penalties as Covered Entity would be for such violation by Covered Entity; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA, its implementing regulations, the HITECH Act and Florida law.

NOW THEREFORE, in consideration of their mutual promises made herein, and the foregoing recitals which are material to this Agreement and incorporated hereby together with other good and valuable consideration, receipt of which is hereby acknowledged by each party, the Parties, intending to be legally bound, herein agree as follows:

1. Definitions For Use in This Agreement. Capitalized terms and acronyms used but not otherwise defined in this Agreement shall have the same meaning ascribed to those terms in HIPAA, the HITECH Act, and any current and future regulations promulgated under HIPAA or the HITECH Act.
2. Obligations and Activities of Business Associate. Upon request by Covered Entity, Business Associate shall provide to Covered Entity evidence of the performance of an information security assessment as required by the HIPAA Security Rule, which evidence shall be satisfactory to Covered Entity.
 - a. Upon request by Covered Entity, Business Associate shall provide to Covered Entity a copy

of its written policies and procedures relating to the security of PHI and the name of the person responsible for implementing the HIPAA Security Rule and this Agreement on behalf of Business Associate.

- b. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement provided that such use or disclosure would not violate the Privacy Rule. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law, as that term is defined in HIPAA, the HITECH Act and/or applicable regulations.
- c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
- d. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to Business Associate of its use or disclosure of PHI in violation of the requirements of this Agreement and/or the Privacy Rule.
- f. Business Associate agrees to report in writing to Covered Entity any use or disclosure of PHI not provided for by this Agreement within ten (10) calendar days after becoming aware of such use or disclosure.
- g. Business Associate shall report to Covered Entity within ten (10) calendar days after becoming aware of any "security incident," as that term is defined in the HIPAA Security Rule. In its report to Covered Entity, the Business Associate shall identify: the date of the security incident, the scope of the security incident, the Business Associate's response to the security incident and the identification of the party responsible for causing the security incident, if known.
- h. Business Associate shall report in writing to Covered Entity any breach involving PHI, as the term "breach" is defined in the HITECH Act, by completing the Breach Notification form attached hereto as Exhibit "A" and by reference made a part hereof. Business Associate shall provide said notification to Covered Entity of any such breach within 10 calendar days after such breach.
- i. Business Associate shall indemnify, hold harmless, and reimburse Covered Entity for any costs incurred by the Covered Entity as a result of a "breach," as defined in the HITECH Act, by Business Associate, including but not limited to the cost of notification to individuals made by Covered Entity pursuant to 45 C.F.R. § 164.404 and the cost of remedial actions taken to protect individuals whose information was disclosed in violation of this Agreement HIPAA, the HITECH Act, or the regulations promulgated thereunder. Business Associate further agrees to defend, indemnify, and hold harmless Covered Entity, its officers, directors, employees, and agents, from and against all claims, liabilities, suits, judgments, fines, assessments, penalties, damages, costs, and other expenses of any kind or nature whatsoever, including without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, related in any manner to or arising out of any material breach of this Agreement by Business Associate, its agents, representatives, officers, directors, employees, or subcontractors. These indemnities shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of the Agreement.

- j. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, created by, or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
 - k. Within ten (10) business days after a written request from Covered Entity, Business Associate agrees to provide access to PHI in a Designated Record Set ("DRS"), as that term is defined in HIPAA, to Covered Entity or, as directed by Covered Entity, to an Individual, as that term is defined in HIPAA, in order to meet the requirements under 45 CFR §164.524. In the event any Individual requests access to PHI directly from Business Associate, Business Associate shall forward written notice of such request to Covered Entity within ten business (10) days after such request. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.
 - l. Business Associate agrees to make any amendment(s) to PHI in a DRS that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the written request of Covered Entity or an Individual, within twenty (20) business days of the written request.
 - m. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity and to the Secretary, within fifteen (15) business days after notice of the Secretary's request or in the time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and the Security Rule.
 - n. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
 - o. Business Associate agrees to provide to Covered Entity, or to an Individual at the request of the Covered Entity, or to the Individual if the request is made directly to the Business Associate by the Individual within fifteen (15) business days of written notice from Covered Entity to Business Associate, information collected in accordance with Section 2.o. of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of in accordance with 45 CFR §164.528.
 - p. Business Associate shall comply with the privacy, security and security breach notification provisions applicable to a business associate under the HITECH Act and any regulations promulgated thereunder, including but not limited to compliance with each of the Standards and Implementation Specifications of 45 §§ C.F.R. 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and 164.410 (Notification by a Business Associate).
3. Permitted Uses and Disclosures by Business Associate - General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.
4. Permitted Uses and Disclosures by Business Associate - Specific Use and Disclosure Provisions.
- a. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out Business

Associate's legal responsibilities.

- b. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. §164.504(e)(2)(i)(B).
- d. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).

5. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7. Term and Termination.

- a. Term. The commencement date for the term of this Agreement shall be October 1, 2011. This Agreement shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation within thirty (30) days after written notice and, if Business Associate does not cure the breach or end the violation within that time, terminate this Agreement; or
 - 2) Immediately terminate this Agreement upon written notice if Business Associate has breached a material term of this Agreement and cure is not possible as determined at the sole discretion of Covered Entity; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary of the

Department of Health and Human Services.

c. Effect of Termination.

- 1) Except as provided in paragraph (2) of this subsection, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of any subcontractors or agents of Business Associate, and Business Associate has the duty to ensure that any and all of its subcontractors or agents comply with these termination provisions. Neither Business Associate, nor any of its subcontractors or agents, shall retain any copies of PHI upon termination of this Agreement.
- 2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible thirty (30) calendar days prior to the termination of the Agreement or within thirty (30) calendar days of Business Associate's receipt of notice from Covered Entity of a material breach of this Agreement by Business Associate. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Effect on Prior Business Associate Agreements: This Agreement supersedes and replaces any existing Business Associate Agreement in effect between Business Associate and Covered Entity. Any PHI Business Associate has received from Covered Entity prior to, on, or after the date of this Agreement is subject to the terms and conditions of this Agreement.

9. Miscellaneous.

a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA; amendments are not effective unless in writing, signed by both Parties.

Survival. The respective rights and obligations of Business Associate under Section 7.c., "Effect of Termination," and Section 2.j., regarding Indemnification, of this Agreement shall survive the termination of this Agreement.

c. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

d. Notice. Any notice required under this Agreement shall be sent by certified mail, return receipt requested or by hand delivery to the following persons:

Covered Entity:

James T. Dinneen, County Manager

County of Volusia

123 West Indiana Avenue

DeLand, Florida 32720

With copies to:

Donna DePeyster, Chief Financial Officer

County of Volusia

123 West Indiana Avenue

DeLand, Florida 32720

Mark Wolcott, Emergency Medical Administration Director

County of Volusia

125 West Indiana Avenue

DeLand, Florida 32720

Business Associate:

- e. Retroactivity. Business Associate warrants that there have been no violations of HIPAA or HITECH Act from the date of execution of the Underlying Agreement through the commencement date of this Agreement.
- f. Limitation of Liability / Sovereign Immunity. Both parties expressly retain all rights, benefits and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Regardless of anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or the limits of liability of the Covered Entity or the Business Associate beyond any statutory limited waiver of immunity or limits of liability which may be or may have been adopted by the Florida Legislature, and the cap on the amount and liability of each party for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any of the parties, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law, nor shall anything in this Agreement, including any indemnification provisions contained herein, be interpreted or otherwise construed as requiring one party to this Agreement to insure or indemnify the other for the other party's negligence or to assume any liability for the other party's negligence in contravention of the requirements of § 768.28(19), Florida Statutes.

IN WITNESS THEREOF, the parties have caused this Business Associate Agreement to be duly executed by their duly authorized representatives on the respective dates under each signature.

County of Volusia

Name of Business Associate

By: _____
Authorized Representative Signature

By: _____
Authorized Representative Signature

JAMES T. DINNEEN
Printed Name

Printed Name

COUNTY MANAGER

Title

Title

Date

Date

Exhibit A
Form of Notification to Covered Entity of
Breach of Unsecured PHI

Business Associate hereby notifies Covered Entity that there has been a breach of unsecured protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date of the breach: _____

Date of the discovery of the breach: _____

Name of each individual affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

MUNICIPAL TRANSPORT PROGRAM



Division of Emergency Medical Administration
125 West New York Avenue, Suite 182
DeLand, Florida 32720-5415

Northeast Volusia (386) 248-8149 Southeast Volusia: (386) 423-3307
West Volusia: (386) 740-5201 Facsimile: (386) 626-6618

Instructions

SUBMISSION OF THE APPLICATION

Applicants are required to submit:

- 1) A printed hard copy of the completed application, including original signature page and
- 2) Executed Business Associate Agreement.

Once the application is completed, print a hard copy. The application shall be executed by the Chief Administrative Officer of the applicant. The hard copy and the original signature page shall be submitted to:

County of Volusia
Division of Emergency Medical Administration
125 West New York Avenue, Suite 182
DeLand, Florida 32720-5415

The applicant should retain a copy for their records.

Municipal Transport Program Application

NAME OF ORGANIZATION		DATE
ADDRESS		
CITY	STATE	ZIP
FIRE CHIEF NAME	TELEPHONE NUMBER	EMAIL
EMS MANAGER NAME	TELEPHONE NUMBER	EMAIL

As a condition of participation as a municipal transport provider, the applicant agrees to:

1. Operate under the *Certificate of Public Convenience and Necessity, Advanced Life Support Transport* issued to the County of Volusia.
2. Operate within the parameters outlined below, or amended in writing by the County of Volusia:
 - a. Contingency emergency medical transport: The approved provider has identified the presence of an unstable emergency medical condition through appropriate assessment and prehospital care, consistent with *Volusia County Prehospital Standing Orders and Treatment Protocols*, has been initiated for an appropriate amount of time (ten minutes) and coordination between the municipal transport unit and the county transport unit has occurred via radio and municipal transport is deemed necessary as a result of a delay in the county ambulance arrival.
 - b. Peak Load Utilization System (PLUS): The municipal provider has been requested to respond and be prepared to transport by the VCEMS supervisor in the communications center.
3. Approved municipal transport units shall be presumed available to provide transport unless the city has notified the communications center otherwise. The city shall advise the communications center of any changes in unit availability or location.
4. The city may not commence emergency or non-emergency transport outside its municipal boundary unless requested to do so by the VCEMS supervisor within the communications center. If accepted and approved by the county, this application shall become a binding interlocal agreement between the city and the county authorizing the city to conduct emergency or non-emergency transport outside its municipal boundaries pursuant to the terms and conditions contained herein.
5. Vehicles identified in this application shall be staffed and equipped consistent with all applicable statutes and regulations promulgated there under and in accordance with local requirements established by the EMS Medical Director.
6. The Applicant agrees to participate in and fully cooperate with all clinical and/or operational quality review and improvement activities as deemed necessary by the Volusia County Public Protection Department, the EMS Medical Director and/or Emergency

- Medical Administration Division. Emergency Medical Administration Division shall review each transport to determine whether it adheres to program guidelines. If the determination involves any clinical element, the Volusia County EMS Medical Director shall be responsible for determining the appropriateness of the transport. Inappropriate decision making will be addressed to the Paramedic-In-Charge and the Agency Chief.
7. If municipal transport is initiated, the provider will be responsible for patient care throughout transport, including transference of patient care to hospital staff.
 8. The applicant shall notify the Emergency Medical Administration Division in writing of any problems associated with, or deviations from, the routine delivery of transport services no later than the following business day.
 9. The applicant shall ensure that the Emergency Medical Administration Division has current employment data on all employees eligible to participate in the Municipal Transport Program. Such information shall be provided in a format acceptable to the division.
 10. The applicant shall indemnify and hold harmless the County of Volusia for claims that may arise from the applicant's negligent provision or failure of provision of services under this program. Such indemnification shall include, damages; costs; attorney's fees; expense of defense and investigation; and any other cost expense of whatsoever nature caused by the negligence of the applicant. Regardless of the foregoing, both the city and the county expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes, including any limitations as to their respective liabilities contained therein, and the city's indemnification obligations hereunder shall not be interpreted or construed as requiring the city to insure or indemnify the county for the county's negligence or to assume any liability for the county's negligence in contravention of the requirements of § 768.28(19), Florida Statutes.
 11. The city shall utilize the electronic patient care reporting software, licensed to the County of Volusia, for recording all transport incidents, including all appropriate attachments and identifying the paramedic-in-charge. The completed report shall be finalized in the ePCR system within twenty-four (24) hours of the time the vehicle was originally dispatched. Billing submissions will be subject to review and approval by the County. The city will provide and maintain the requisite hardware and software.
 12. The County shall provide billing services.
 13. Reimbursement for transports, to the extent permissible under state and local law, performed within the established parameters of the program shall be based on the actual fee collected for the subject transport less an administrative fee of ten percent (10%). In the event a transport occurs outside of the established program parameters, the county reserves the right to withhold a portion or all of reimbursement. Fees for services are set by the Volusia County Council.
 14. As a condition of participation under the Municipal Transport Program, the applicants shall execute a separate business agreement (see attached) with the County of Volusia to allow for sharing of protected health information in accordance with federal and state law.

The AUTHORIZATION page within this application shall be signed by the chief administrative officer for the local government and be notarized.

By the below signature on this application, the applicant affirms all of the above requirements have been met and will be maintained for the duration of the municipality's participation in the Municipal Transport Program.

CHIEF ADMINISTRATIVE OFFICER (PRINT)	CHIEF ADMINISTRATIVE OFFICER (SIGNATURE)	DATE

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

Before me, the above signed authority, _____, personally appeared as _____, who is personally known to me and, after being duly sworn, did there upon say that the information and statements contained in the foregoing instrument are true and correct to the best of his or her knowledge, information and belief.

NOTARY PUBLIC
STATE OF FLORIDA
AT LARGE

DATE

MY COMMISSION EXPIRES
(AFFIX SEAL)

Fire Based Ambulance Transport

Emergency Medical Service in Volusia County

- 2 tiered system
- Most Fire Departments provide closest unit response ALS
 - DeLand FD provides BLS service
- VCEMS (EVAC) responds when needed to transport Patient to Hospital

COPCN Process

- Certificate of Public Convenience and Necessity
- Per State Statue – Must be issued by County
 - With COPCN we can apply to State for Transport License
 - Currently all Engines are Licensed ALS Non-Transport
 - 2 Rescue Trucks Dual Licensed
 - Deltona FD ALS Non Transport
 - Under VCEMS (formerly EVAC) Contingency Transport

Contingency Transport Program

- Approved by Volusia County Council December 2010
- Allows under specific conditions for Contingency Transport Licensed units to transport patients
 - Unstable Patient that is not responding to treatment
 - Assessment & treatment will negate transport for first 10 minutes
 - Contact with Dispatch regarding location of Transport Unit
 - If extended ETA can implement Contingency Transport
- Other contract requirements
 - Within 24 hours send report to VCEMS for review
 - Billing handled by VCEMS and keep 10% Admin fee

System Status Manager

- Position at VCSO Central Communications
- Responsible for monitoring availability of all Transport Units
- Moves resources around county based on area and service needs
- Typically VCEMS has 3 units in Deltona, 1 in Orange City/Debary, 1 in South Deland. Others around the County
- As resources are committed move remaining units to provide coverage
- Typical move-up system – less resources = larger coverage area

Contingency Plus

Proposed July 2015

- Peak Load Utilization System

- Standardized agreement between VCEMS and all Municipalities interested in providing Medical Transport
- For Deltona - Places R-61 as part of the available units to provide coverage
- Allows R-61 to be dispatched immediately when no other transport units are within the area (typically Deltona or West Side of County)
- Alternative is delayed transport waiting for unit from Deland or East side or use of contingency transport with 10 minute delay
- Another step further into Fire Based Transport Service

Contingency Plus (Continued)

- Other contract requirements
 - EPCR - Electronic Patient Care Reporting via Tablet
 - Current FH reports sent to VCEMS
 - Requires Business Associate Agreement
 - Requires continued Medical Director Supervision
 - Must meet all requirements of State of Florida ALS Transport Program

Current Transport Statistics

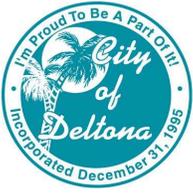
- Transport numbers 2015 = 61
- \$\$ receipts from 2015 = \$13,251.00
- 2016 statistics
 - January 11 Transports \$553.55 Received
 - February 11 Transports \$1,058.60 Received
 - Total since start of program \$19,820.61
- Note Funds received are usually 30-90 behind due to processing by Insurance Companies, Medicare, and Volusia County

Implementation Schedule

- City of Deltona Commission to approve the agreements
- Volusia County to approve the agreements
- EPCR system operational
- SOP updated
- Training completed for all involved
- Estimated start date of June or July

Future / Commission Direction

- Approve Contingency Plus Agreement?
- Future Plans
- Expansion of Transport Services



Agenda Memo

AGENDA ITEM: D.

TO: Mayor and Commission

AGENDA DATE: 3/14/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 4 - D

SUBJECT:

Storm water credit for commercial properties - Gerald Chancellor, Public Works Director (386) 878-8998.

Strategic Goal: City infrastructure improvements and related funding.

LOCATION:

Citywide.

BACKGROUND:

The City recognizes that certain private developed properties that are subject to the stormwater utility fee have constructed and currently operate and maintain stormwater facilities that can reduce stormwater runoff impacts from the subject property. In addition, these private facilities reduce the burden on the City to maintain, operate and provide capital improvements to the stormwater management system. Applicants previously had an opportunity to apply for and be granted either 30 or 45% credit dependent upon the specifics of the site. This Ordinance change increases the percentage to either 35 or 50% and in addition, provides those property owners who have stormwater systems constructed prior to implementation of State regulatory permitting a maximum credit opportunity of 35%.

COST:

N/A

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

Public Works

STAFF RECOMMENDATION PRESENTED BY:

Gerald Chancellor, P.E., Public Works Director - Staff recommends that the City Commission approve Ordinance 14-2016 to then be presented to the public for final adoption.

POTENTIAL MOTION:

N/A - For discussion and direction to staff as necessary.

ORDINANCE NO. 14-2016

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING DIVISION 3, "COLLECTION AND USE", OF ARTICLE III, "STORMWATER UTILITY", OF CHAPTER 54 "SPECIAL ASSESSMENTS", OF THE CODE OF THE CITY OF DELTONA, BY ADDING A PROVISION FOR STORMWATER UTILITY FEE CREDITS; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the city recognizes that some developed properties that are subject to the stormwater utility fee have constructed and currently operate and maintain stormwater facilities that can reduce stormwater runoff impacts from the subject property and reduce the burden on the city to maintain, operate and provide capital improvements to the stormwater management system; and

WHEREAS, the city recognizes that some property owners may wish to mitigate the stormwater utility fee by constructing and maintaining a stormwater facility that will reduce the impact of the subject property; and

WHEREAS, as an incentive for operating and maintaining a stormwater facility, fee credits may be granted to the utility customer when the management facility reduces the pollutant load on the water quality, reduces the flow of water quantity from the subject property, or both.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, as follows:

Section 1. A new Section 54-189, "Stormwater Utility Fee Credits", of Division III, "Collection and Use", of Article III "Stormwater Utility", of Chapter 54, "Special Assessments", of the City's Code of Ordinances, is hereby amended to read as follows:

Section 54-189. Stormwater Utility Fee Credits.

(a) Properties that currently operate and maintain an approved stormwater management system that is shown to reduce stormwater runoff and improve the quality of stormwater runoff are eligible for a reduction in the stormwater utility fee in the form of a credit. Stormwater utility customers with property meeting the criteria provided in this section may receive a stormwater utility fee credit of up to, but not exceeding, thirty-five percent (35%) on the fee for the subject property if such property is non-land locked, and fifty percent (50%) on the fee for the subject property if such property is land locked. For purposes of this credit, the term non-land locked shall refer to properties that have the ability to discharge off-site with excess stormwater, and it retains a 25 year, 24 hour, storm event on-site before it is allowed to discharge off-site. For purposes of this credit, the term land locked shall refer to properties that have no ability to discharge off-site with any excess stormwater to a lake, drainage ditch, canal, or other water body, and it retains a 100 year, 24 hour, storm event on-site.

(b) In order to qualify for a utility fee credit as set forth above, the property owner must demonstrate one of the following:

(1) The stormwater management system has been permitted by the St. Johns River Water Management District or the Florida Department of Environmental Protection and proof of such permitting is submitted to the city; or

(2) The subject property is serviced by an on-site stormwater management system that reduces stormwater runoff and improves the quality of stormwater runoff, and such facility is operated and maintained in accordance with standard practices in the industry. Determination of qualification for such credit shall reasonably be made by the city manager or designee based upon an examination of the site, and an affidavit of the property owner in a form acceptable to the city attorney, which includes a statement indicating that the stormwater management system was permitted by the St. Johns River Water Management District or the Florida Department of Environmental Protection, and was built in conformance with such permit, or that was built in accordance with the then current requirements or standards in effect at the time of construction without a permit, and that the stormwater management system has been operated and maintained in accordance with standard practices since placed in operation. It is acknowledged by the city that such permitting was not in effect at the time of construction. Credits permitted under this sub-section (2) shall be a maximum of 35%.

(3) Once a qualification for a utility fee credit is established, the credit can continue unless the on-site stormwater management system is removed, discontinued, or not maintained.

(4) Credit application and affidavit forms shall be available from the city upon request or can be downloaded from the city website.

Section 2. Conflict. All Ordinances or parts of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of any conflict.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this ordinance which can be given effect without the invalid provision or application.

Section 4. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF
DELTONA, FLORIDA THIS _____ DAY OF _____, 2016.**

First Reading: _____

Advertised: _____

Second Reading: _____

BY: _____
JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

JOYCE RAFTERY, CMC, City Clerk

Approved as to form and legality
for use and reliance of the City of
Deltona, Florida

GRETCHEN R. H. VOSE, ESQ., City Attorney



CITY OF DELTONA STORMWATER UTILITY CREDIT APPLICATION

Select the Option that best describes the Applicant's Property:

Developed Commercial Property & Developed Residential Subdivision:

Properties with on-site, privately owned and maintained stormwater ponds shall submit the following documentation. Properties with such documentation may be granted a 35% credit of the stormwater fee or for properties permitted complying with land-locked basin criteria (as verified on an approved applicable permit) a credit of 50% may be granted.

Please Attach Required Documentation:

- Valid permit from the applicable state water authority: St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP).
- Certification of completion and acceptance of facilities (Form EN45/EN46, certification of completion or equivalent).
- Current Form EN46 or EN47 providing the most recent inspection or equivalent as required by permit special conditions.

Developed Residential not within an Approved Subdivision:

A credit would not apply except in very limited circumstances. Type "C" lot that was specifically designed to create a privately maintained retention swale area may be granted a 15% credit. A specific lot designed to have an onsite properly maintained stormwater retention area may be granted a credit of 20%.

Please Attach Required Documentation:

- Building permit indicating the lot has a specifically designed retention facility as described above.
- Current photographs depicting that the facility currently exists and has been properly maintained to approved design standards.

Undeveloped Commercial and Residential Property:

For properties requesting special consideration for a unique credit of the stormwater fee, the following data is required. Additional information may be requested on a case-by-case basis.

Please Attach Required Documentation:

- Building permit indicating the lot has a specifically designed retention facility as described above.
- Current photographs depicting that the facility currently exists and has been properly maintained to approved design standards.
- Topographic map of the site showing on-site drainage basis and potential off-site contributing basins
- Interpretations of Assessment of any land-locked basins on the site.
- Location and description of any stormwater systems that depicts the property drainage flow.

- Location of the 100-year flood plain as identified by the City's Stormwater Atlas (provided by the City).
- As-Built Survey of on-site improvements.
- Other documentation of materials supporting the application for credit.



Special Circumstances:

Property owners not included in the above situations have the opportunity to attempt to establish a non-standard credit value on a case-by-case basis by submitting a more detailed analysis at their expense to present a specific case for specific credit consideration based upon unique circumstances and specific technical backup supporting their case. Such information, however, shall be in keeping with the materials and technical data described above and should be in a report format signed and sealed by a registered engineer in the State of Florida in order to be processed. By agreeing to consider such analysis, the City does not provide any guarantee that their technical review of the consideration will concur with the results of the analysis presented, only that they will review the material and consider the request.

Applicant Name (printed): _____

Applicant Property Address: _____

Street

City, Zip Code

Applicant Contact Information: _____

Telephone

Street

City, State, Zip Code

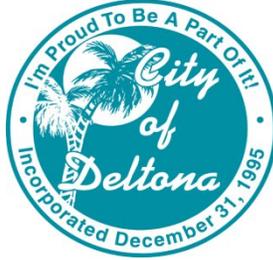
Email

Applicant Signature: _____

Date

Completely fill out and sign the application. Select the appropriate stormwater credit option and provide all required documentation. Send all applications to:

City of Deltona
 City Engineer
 255 Enterprise Road
 Deltona, Florida 32725



**APPLICATION AND AFFIDAVIT FOR CREDIT TOWARDS
STORMWATER UTILITY FEE**

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

BEFORE ME, the undersigned authority, personally appeared _____, (“Applicant”) who being first duly sworn, deposes and says:

1. Applicant is over the age of eighteen (18) years, and otherwise competent to execute this Affidavit. This affidavit is made under penalty of perjury.

2. Applicant applies for a 35% credit towards the annual Stormwater Utility Fee assessed against the property located at _____, Deltona, Florida, Tax ID # _____ (“Property”).

3. _____ is the owner of the Property, and attached is proof of ownership of the Property (attach copy of the most recent tax bill or copy of deed if recently transferred.)

4. Applicant is the legal representative of the owner of the Property and has the authority to make this application and affidavit.

5. Applicant has diligently searched, but is unable to locate the Environmental Resource Permit (“ERP”) for the Property that permitted the construction and operations of a stormwater management system on the Property. Applicant certifies that an ERP was issued for the Property, that a stormwater management system in full compliance with the ERP was constructed on the Property, and that the stormwater management system has been appropriately maintained on the Property since construction.

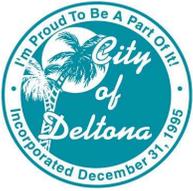
5. Applicant agrees that if the City of Deltona determines that information supplied in this document is materially false or fraudulent, that any credit given for the Stormwater Utility Fee shall be revoked, and a penalty equal to double the amount of such credit shall be assessed against the Property.

APPLICANT:

Sworn to and subscribed before
me this ___ day of _____, 2015.

Notary Public

My Commission Expires:



Agenda Memo

AGENDA ITEM: E.

TO: Mayor and Commission

AGENDA DATE: 3/14/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 4 - E

SUBJECT:

Local preference ordinance - Becky Vose, Legal Department (407) 448-0111.

Strategic Goal: Economic Development

LOCATION:

City-wide

BACKGROUND:

There has been a request to have a formal ordinance expressing a local preference for local contractors that would not require additional costs to the city. The proposed ordinance accomplishes this purpose.

COST:

N/A

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

Legal Department

STAFF RECOMMENDATION PRESENTED BY:

Becky Vose - Consider proposed ordinance.

POTENTIAL MOTION:

N/A - For discussion and direction to staff as necessary.

ORDINANCE NO. 05-2016

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION", BY THE ADDITION OF A NEW ARTICLE 10, "BIDDING PREFERENCE FOR LOCAL VENDORS", OF THE CODE OF THE CITY OF DELTONA, BY PROVIDING A METHOD OF GRANTING LOCAL PREFERENCE FOR PURCHASES OF GOODS, GENERAL SERVICES AND COSTRUCTION SERVICES; PROVIDING FOR EXCEPTIONS AND WAIVER; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:

SECTION 1: Chapter 2, "Administration" of the Code of the City of Deltona, is hereby amended by the addition of a new Article 10, "Bidding Preference for Local Vendors", to read as follows:

ARTICLE 10. - BIDDING PREFERENCE FOR LOCAL VENDORS

Sec. 2-390. - Definitions.

(a) Construction services means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to a City facility or real property.

(b) General services means support services performed by an independent contractor requiring specialized knowledge, experience, or expertise that includes, but is not limited to, pest control, janitorial, laundry, catering, security, lawn maintenance, and maintenance of equipment.

(c) Goods means, but is not limited to, supplies, equipment, materials, and printed matter.

(d) Local business means the vendor has a valid business tax receipt issued by the City of Deltona at least one (1) year prior to bid or proposal opening and a physical business address located within the limits of the City of Deltona, in an area zoned for the conduct of such business, from which the vendor operates or performs on a day-to-day basis business that is a substantial component of the goods or services being offered to the City of Deltona. Firms that provide goods or services that are exempt from the City of Deltona business tax receipt

requirements shall be required to submit documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Deltona for at least one (1) year prior to bid or proposal submission. Post Office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the business tax receipt for the covered period prior to recommendation for award.

(e) Locally-headquartered business means a local business as defined in this section that has a principal place of business in the City of Deltona.

(f) Principal place of business means the nerve center or center of overall direction, control, and coordination of the activities of the bidder. If the bidder has only one (1) business location, such business location shall be considered its principal place of business.

Sec. 2-391. - Local preference; procedure.

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods, general services, or construction services by the City of Deltona shall give preference to local businesses in the following manner:

- (a) Under a competitive bid solicitation, the following shall apply:
- (1) If the low responsive and responsible bidder is not a local business or a locally-headquartered business, then any and all responsive and responsible local businesses submitting a price within ten percent (10%) of the low bid, the low bidder, and any and all responsive and responsible locally-headquartered businesses submitting a price within fifteen percent (15%) of the low bid, shall have an opportunity to submit a best and final bid equal to or lower than the low bid.
 - (2) If the low bidder is a local business but not a locally-headquartered business, then any and all responsive and responsible locally-headquartered businesses submitting a price within five percent (5%) of the low bid, and the low bidder, shall have an opportunity to submit a best and final bid equal to or lower than the low bid.
 - (3) Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid.
- (b) Ties in the best and final bid shall be resolved in the following order: locally-headquartered business, local business, other business. If there is a

tie based on the preceding criteria, the firm with the most relevant experience shall be chosen.

Sec. 2-392. - Waiver.

The application of local preference to a particular purchase, contract, or category of contracts for which the Deltona City Commission is the awarding authority may be waived upon written recommendation of the city manager and approval of the Deltona City Commission. The application of local preference to a particular purchase, contract, or category of contracts with a value below \$25,000 may be waived upon written recommendation of the using department and approval of the city manager.

Sec. 2-393. - Other preferences.

The preferences established herein in no way prohibit the right of the City of Deltona to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the City of Deltona from giving any other preference permitted by law instead of the preference authorized herein.

Sec. 2-394. - Exemption of certain contracts.

Co-operative purchases shall be exempt unless all participants in the co-operative purchase agree to apply this local preference ordinance. In addition, particular categories of contracts may be exempted from application of local preference, upon determination by the Deltona City Commission that such exemption is in the best interests of the City.

SECTION 2. CONFLICTS. All Ordinances or parts of Ordinances, insofar as they are inconsistent or in conflict with the provisions of this Ordinance, are hereby repealed to the extent of any conflict.

SECTION 3. CODIFICATION. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Deltona. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 4. SEVERABILITY. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance on which shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2016.

FIRST READING: _____

ADVERTISED: _____

SECOND READING: _____

JOHN C. MASIARCZYK SR., MAYOR

ATTEST:

JOYCE RAFTERY, CITY CLERK

Approved as to form and legality for use
and reliance by the City of Deltona, Florida

GRETCHEN R. H. VOSE, CITY ATTORNEY