



City of Deltona

REGULAR CITY COMMISSION MEETING MONDAY, AUGUST 5, 2013 6:30 P.M.

Mayor
John Masiarczyk

Vice Mayor
Zenaida Denizac
District 1

Commissioners:

Webster Barnaby
District 2

Heidi Herzberg
District 3

Nancy Schleicher
District 4

Fred Lowry
District 5

Chris Nabicht
District 6

Acting City Manager
Dave Denny

DELTONA COMMISSION CHAMBERS 2345 PROVIDENCE BLVD. DELTONA, FLORIDA



AGENDA

1. CALL TO ORDER:
2. ROLL CALL – CITY CLERK:
3. INVOCATION AND PLEDGE TO THE FLAG:
 - A. Invocation Presented by Commissioner Herzberg - Nick Pizza, from Nick Pizza Incorporated.
4. APPROVAL OF MINUTES & AGENDA:
 - A. Approval of Minutes - Special City Commission Meeting of July 15, 2013 and Regular City Commission Meeting of July 15, 2013 .
 - B. Additions or Deletions to Agenda.
5. PRESENTATIONS/AWARDS/REPORT:
 - A. Presentation of Certificates - West Volusia Youth Baseball League (WVYB) Single A All-Star Team (Requested by Mayor Masiarczyk).

B. Presentation by Captain Brannon - Disabled Parking Permit Rules (Requested by Mayor Masiarczyk).

C. Presentation - Quarterly Board Reports of City Advisory Boards and Committees.

**6. PUBLIC FORUM - Citizen comments for any items.
(4 minute maximum length)**

CONSENT AGENDA: All items marked with an * will be considered by one motion unless removed from the Consent Agenda by a member of the City Commission.

7. CONSENT AGENDA:

***A. Request for approval to use Life Extension Clinics, Inc. for Firefighters Physical and Medical Exams.**

***B. Request for approval to piggyback Volusia County Contract #13-B-98KW with Cypress Supply, Inc., 835 Glem Inc. and Dade Paper Company for Janitorial Supplies.**

***C. Request for approval to have Volusia County provide an Emergency Signal Device at Station 64.**

***D. Request for approval to award RFP 13008 for Property and Casualty Insurance to PRIA.**

***E. Request for approval of the purchase of expanded storage equipment using GSA Contract through Promark Technologies.**

***F. Request for approval to use Nexus IS for the purchase of our Cisco Smartnet renewal through Florida State Contract #250-000-09-1 and 730-000-09-1.**

8. ORDINANCES AND PUBLIC HEARINGS:

A. Public Hearing - Ordinance No. 11-2013, Provision for Non-Profit Organization Flea Markets, at second and final reading.

B. Public Hearing - Resolution No. 2013-26, Community Development Block Grant (CDBG) for Program Years (PY) 2013-17, Annual Action Plan PY 2013-14, and for submittal to the U.S. Department of Housing and Urban Development (HUD).

C. Ordinance No. 14-2013, Adding an additional homestead exemption as permitted under F.S. 196.075(2)(b), and providing a method for computing income limitations for qualifications, at first reading and to schedule second

and final reading.

9. OLD BUSINESS:

- A. Consideration of appointment of one (1) alternate member to the City's Charter Review Committee.**

10. NEW BUSINESS:

- A. Consideration of appointment of one (1) member to the City's Planning and Zoning Advisory Board (Mayor Masiarczyk's appointment).**
- B. Request for approval of award of Bid #13015 for a Commercial Real Estate Broker to sell Dupont Lakes Park.**

11. CITY COMMISSION COMMENTS:

12. CITY ATTORNEY COMMENTS:

13. CITY MANAGER COMMENTS:

14. 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

TO: Mayor & City Commission **AGENDA DATE:** 8/5/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 3 - A
SUBJECT: Invocation Presented by Commissioner Herzberg - Nick Pizza, from Nick Pizza Incorporated.

| | |
|---|---|
| LOCATION: | N/A |
| BACKGROUND: | At the Regular City Commission Meeting on Monday, October 17, 2011, the City Commission approved to have each Commissioner by District schedule someone to present the invocation at each Regular City Commission meeting rotating each Commissioner by District starting with District #1, #2, #3, #4, #5, #6 and the Mayor. |
| ORIGINATING DEPARTMENT: | City Clerk's Office |
| SOURCE OF FUNDS: | N/A |
| COST: | N/A |
| REVIEWED BY: | City Clerk |
| STAFF RECOMMENDATION PRESENTED BY: | N/A - Invocation Only. |
| POTENTIAL MOTION: | N/A - Invocation Only. |
| AGENDA ITEM APPROVED BY: | <hr/> William D. Denny, Acting City Manager |



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/5/2013

FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 4 - A

SUBJECT: Approval of Minutes - Special City Commission Meeting of July 15, 2013 and Regular City Commission Meeting of July 15, 2013 .

| | |
|---|--|
| LOCATION: | N/A |
| BACKGROUND: | N/A |
| ORIGINATING DEPARTMENT: | City Clerk's Office |
| SOURCE OF FUNDS: | N/A |
| COST: | N/A |
| REVIEWED BY: | City Clerk |
| STAFF RECOMMENDATION PRESENTED BY: | City Clerk Joyce Raftery - To approve the minutes of the Special City Commission Meeting of July 15, 2013 and Regular City Commission Meeting of July 15, 2013 |
| POTENTIAL MOTION: | "I move to approve the minutes of the Special City Commission Meeting of July 15, 2013 and Regular City Commission Meeting of July 15, 2013." |
| AGENDA ITEM APPROVED BY: | <hr/> William D. Denny, Acting City Manager |
| ATTACHMENTS: | <ul style="list-style-type: none">• SCM Minutes 7-15-2013• RCM Minutes 7-15-2013 |

**CITY OF DELTONA, FLORIDA
SPECIAL CITY COMMISSION MEETING
MONDAY, JULY 15, 2013**

1 A Special Meeting of the Deltona City Commission was held on Monday, July 15, 2013 at the City
2 Hall Commission Chambers, 2345 Providence Boulevard, Deltona, Florida.

3
4 **1. CALL TO ORDER:**

5
6 The meeting was called to order at 6:02 p.m. by Mayor Masiarczyk.

7
8 **2. ROLL CALL:**

| | | | |
|----|---------------------|------------------|---------|
| 9 | | | |
| 10 | Mayor | John Masiarczyk | Present |
| 11 | Vice Mayor | Zenaida Denizac | Present |
| 12 | Commissioner | Webster Barnaby | Present |
| 13 | Commissioner | Heidi Herzberg | Present |
| 14 | Commissioner | Fred Lowry | Present |
| 15 | Commissioner | Chris Nabicht | Present |
| 16 | Commissioner | Nancy Schleicher | Present |
| 17 | Acting City Manager | Dave Denny | Present |
| 18 | City Attorney | Becky Vose | Present |
| 19 | City Clerk | Joyce Raftery | Present |
| 20 | | | |

21 Also present: Finance Director Robert Clinger; Public Works/Deltona Water Director Gerald
22 Chancellor; Planning and Development Services Assistant Director Ron Paradise; Building and
23 Enforcement Services Director/Acting Deputy City Manager Dale Baker; Deputy Chief Robert
24 Rogers; and VCSO Captain Dave Brannon.

25
26 **3. BUSINESS:**

27
28 **A. Public Hearing – Resolution No. 2013-23, Establishing the tentative proposed millage rate**
29 **for the levy of ad valorem taxes for FY 2013/2014.**

30
31 **Motion by Commissioner Schleicher, seconded by Commissioner Herzberg to approve**
32 **Resolution No. 2013-23, adopting the tentative proposed millage rate for the levy of ad valorem**
33 **taxes for FY 2013/2014 at 7.9900 mills.**

34
35 Mayor Masiarczyk opened the public hearing.

36
37 a) Susan Armon, 3140 Cabot Court stated that she did not feel that Deltona needed the tax
38 increase at this time and questioned if each department was taking proper care of their equipment.
39 She stated that she doesn't feel the City recovered enough to consider any increased tax burden on
40 the tax payers, that residents are not getting their money's worth out of Deltona Water, that
41 Enforcement Services are not working to their potential to strictly enforce Deltona's codes, and ask
42 the Commission to give Code enforcement officer the "teeth" to do their job. Mrs. Armon also
43 discussed the recent Waste Pro rate increase and water rate increase; she is against the tax increase.

44
45 Mayor Masiarczyk closed the public hearing as there were no more public comments.

46
47 Mayor Masiarczyk read Resolution No. 2013-23.

48

1 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
2 **Commissioner Herzberg, For; Commissioner Lowry, For; Commissioner Nabicht, For;**
3 **Commissioner Schleicher, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

4
5 **B. Public Hearing – Resolution No. 2013-21, Establishing Annual Rate of Assessment for**
6 **Solid Waste Services for FY 2013/2014.**

7
8 **Motion by Commissioner Nabicht, seconded by Commissioner Herzberg to approve**
9 **Resolution No. 2013-21, Annual Rate Resolution – Solid Waste Assessments for FY 13/14 to**
10 **provide for an annual rate of \$173.96 for solid waste collection services.**

11
12 Vice Mayor Denizac stated that the last time Waste Pro came before the Commission it was stated
13 that Waste Pro needed a rate increase to purchase new trucks but that the trucks she has observed are
14 the old trucks with trashcan lift adapters installed on them. She also stated that she has been
15 receiving complaints concerning solid waste pick-up from residents in the last six (6) months.

16
17 Acting City Manager Dave Denny stated that the City will be receiving three (3) new trucks between
18 now and the end of July, 2013.

19
20 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

21
22 Mayor Masiarczyk read Resolution No. 2013-21.

23
24 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
25 **Commissioner Herzberg, For; Commissioner Lowry, For; Commissioner Nabicht, For;**
26 **Commissioner Schleicher, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

27
28 **C. Public Hearing – Resolution No. 2013-20, Establishing Annual Rate of Assessment for**
29 **Stormwater Utility Services for FY 2013/2014.**

30
31 **Motion by Commissioner Herzberg, seconded by Vice Mayor Denizac to approve Resolution**
32 **No. 2013-20, Annual Rate Resolution – Stormwater Utility Assessments for FY 13/14 at the**
33 **current rate of \$76.11 per Equivalent Residential Unit (ERU).**

34
35 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

36
37 Mayor Masiarczyk read Resolution No. 2013-20.

38
39 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
40 **Commissioner Herzberg, For; Commissioner Lowry, For; Commissioner Nabicht, For;**
41 **Commissioner Schleicher, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

42
43 **D. Public Hearing – Resolution No. 2013-22, Establishing Annual Rate of Assessment for**
44 **Streetlighting Services for FY 2013/2014.**

45
46 **Motion by Commissioner Herzberg, seconded by Commissioner Barnaby to approve**
47 **Resolution No. 2013-22, adopting the current rate for Streetlighting Assessments for FY 13/14.**

48

1 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

2

3 Mayor Masiarczyk read Resolution No. 2013-22.

4

5 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
6 **Commissioner Herzberg, For; Commissioner Lowry, For; Commissioner Nabicht, For;**
7 **Commissioner Schleicher, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

8

9 **4. ADJOURNMENT:**

10

11 There being no further business, the meeting adjourned at 6:24 p.m.

12

13

14

15

16

17

John Masiarczyk Sr., Mayor

18 **ATTEST:**

19

20

21

22 _____
Mitch Honaker, Deputy City Clerk

**CITY OF DELTONA, FLORIDA
REGULAR CITY COMMISSION MEETING
MONDAY, JULY 15, 2013**

1 A Regular Meeting of the Deltona City Commission was held on Monday, July 15, 2013 at the City
2 Hall Commission Chambers, 2345 Providence Boulevard, Deltona, Florida.

3
4 **1. CALL TO ORDER:**

5
6 The meeting was called to order at 6:30 p.m. by Mayor Masiarczyk.

7
8 **2. ROLL CALL:**

| | | | |
|----|---------------------|------------------|---------|
| 9 | | | |
| 10 | Mayor | John Masiarczyk | Present |
| 11 | Vice Mayor | Zenaida Denizac | Present |
| 12 | Commissioner | Webster Barnaby | Present |
| 13 | Commissioner | Heidi Herzberg | Present |
| 14 | Commissioner | Fred Lowry | Present |
| 15 | Commissioner | Chris Nabicht | Present |
| 16 | Commissioner | Nancy Schleicher | Present |
| 17 | Acting City Manager | Dave Denny | Present |
| 18 | City Attorney | Becky Vose | Present |
| 19 | City Clerk | Joyce Raftery | Present |
| 20 | | | |

21 Also present: Finance Director Robert Clinger; Public Works/Deltona Water Director Gerald
22 Chancellor; Planning and Development Services Assistant Director Ron Paradise; Building and
23 Enforcement Services Director/Acting Deputy City Manager Dale Baker; Deputy Chief Robert
24 Rogers; and VCSO Captain Dave Brannon.

25
26 **3. INVOCATION AND PLEDGE TO THE FLAG:**

27
28 Invocation Presented by Commissioner Barnaby.

29
30 The National Anthem was sung by the musical group Harmony from Deltona.

31
32 **4. APPROVAL OF MINUTES & AGENDA:**

33
34 **A. Minutes:**

35
36 **1. Approval of Minutes - Regular City Commission Meeting of July 1, 2013.**

37
38 **Motion by Commissioner Nabicht, seconded by Commissioner Schleicher to approve the minutes**
39 **of the Regular City Commission Meeting of July 1, 2013.**

40
41 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
42 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
43 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

44
45 **B. Additions or Deletions to Agenda:**

46
47 **Mr. Denny stated staff requested to pull Agenda Item 8-D which will be brought back at a later**
48 **date and the Commission concurred.**

1 **5. PRESENTATIONS/AWARDS/REPORTS:**

2
3 **A. Presentation - Team Volusia Economic Development Corporation - Vice Chair John**
4 **Wannamaker.**

5
6 Denise Mott from Team Volusia Economic Development Corporation (TVEDC) provided a
7 presentation on Volusia County's economic development. She discussed goals accomplished in the
8 year 2012, goals for 2013 and 2014, outreach activities, and which companies are in each stage of
9 Project Pipeline.

10
11 Team Volusia Economic Development Vice Chair John Wannamaker discussed the last global
12 International Council of Shopping Centers (ICSC) convention that was held in May, 2013 and the
13 upcoming local ICSC convention coming up in August, 2013. Mr. Wannamaker stated that TVEDC
14 received the Project DIAL proposal on Friday, that the Project DIAL company sees a demand in
15 Florida, and that the company stated that once a Call Center is opened it has a history of never closing.
16 Mr. Wannamaker also mentioned that Bethune-Cookman University would be opening a campus in
17 Deltona in August, 2013 and thanked Deltona Economic Development Manager Jerry Mayes for his
18 efforts in helping bring Bethune-Cookman University to Deltona.

19
20 Commissioner Schleicher stated that she was excited about the prospect of Mr. Wannamaker becoming
21 the Chair of TVEDC and that it was one of the reasons she concurred to stay a member of Team
22 Volusia. As she observed the presentation on the 16 companies in Project Pipeline, only four (4) were
23 in West Volusia County and that she hoped Mr. Wannamaker would try to focus more effort on
24 companies coming to West Volusia County.

25
26 Mr. Wannamaker replied that what would really help as they go forward is coming out of the recession,
27 and just because he is the Vice Chair does not mean Volusia County will get more businesses, but that
28 there will be more business coming towards West Volusia County.

29
30 Mayor Masiarczyk stated that the Bethune-Cookman University marching band would be performing at
31 Dewey O. Boster Park on August 19, 2013 at 3:30 p.m.

32
33 Commissioner Herzberg stated that TVEDC received quite a few leads from their recent trip to Canada,
34 that the leads were mainly in manufacturing and technology, and that she was amazed at the number of
35 Canadians who own summer homes in Florida. She stated that the trips that TVEDC takes are
36 worthwhile and do produce viable business leads. She thanked the TVEDC staff for their efforts and
37 fairness in bringing businesses to all of Volusia County.

38
39 Vice Mayor Denizac thanked TVEDC for attending the Commission meeting and that the City of
40 Deltona has contributed a lot to TVEDC and that she cannot wait to see the benefits produced to the
41 people that are paying to be part of Team Volusia. She thanked Mr. Wannamaker for all he is doing for
42 Deltona.

43
44 **B. Presentation of City Investments by Julie Hughes, Davidson Fixed Income**
45 **Management.**

46
47 Julie Hughes from Davidson Fixed Income Management discussed the current economic landscape, low
48 investment climate, the Federal Open Market Committee's (FOMC) established landmarks, the Federal

1 Reserve's (Fed) impact on the market, the last two (2) months yield curve, housing recovery index of
 2 over 12%, job growth in the last six (6) months, current unemployment rate of 7.6%, the tepid 1.8%
 3 growth of the Gross Domestic Product (GDP) and how it impacts the City's investment plan. Mrs.
 4 Hughes discussed the City's portfolio for the month of May, 2013 and she stated that Davidson Fixed
 5 Income Management's primary investment goals are keeping the City's money safe, the liquidity of
 6 City funds, and the City's yield from investments.

7
 8 **C. Presentation - Distinguished Budget Award for Fiscal Year 2012-2013.**

9
 10 Mayor Masiarczyk presented the Fiscal Year 2012-2013 Distinguished Budget award to members of the
 11 Deltona Finance Department. Mayor Masiarczyk stated that it was the eleventh year in a row that the
 12 Finance Department won the Distinguished Budget award, and he thanked Mr. Clinger and all members
 13 of the Finance Department for all they do for the City.

14
 15 Commissioner Nabicht asked how often the Commission reviews the City's Investment Policy and he
 16 suggested that the Commission take a look at the City's Investment Policy strategy in comparison to
 17 today's economy.

18
 19 **The Commission concurred that Mr. Clinger would provide recommendations for changes to the**
 20 **Investment Policy strategy for the Commission to review.**

21
 22 **D. Presentation - Quarterly Reports of City Advisory Boards/Committees.**

23
 24 Lisa Spriggs, Plan Administrator for the Firefighters Pension Board (FFPB), stated that the board is
 25 continuing to look at investment strategies geared towards the needs of the Pension Plan, the flexibility
 26 of the City's new FFPB Ordinance allowing the Board more diversity in the Investment Plan portfolio,
 27 the FFPB has hired new investment managers who will be investing in two (2) global bond funds, that
 28 the Board selected a real estate investment strategy with ASB Real Estate Allegiance, and that it would
 29 be reviewing the ASB real estate contract on Thursday with one of ASB's Investment Managers.

30
 31 **6. PUBLIC FORUM – Citizen comments for items not on the agenda.**

32
 33 a) Meme Rose Dearms, 761 Crawford Court stated that she was honored to be at the meeting and
 34 that she is entered as a contestant in the Miss Florida Pageant as Ms. Deltona. She discussed taking
 35 God to the pageant with her, loving God and her neighbors, helping people and especially children feel
 36 safe in life's pursuits and bringing the Lord's prayer back into the classroom. She offered her services
 37 as Ms. Deltona in any way that she would be needed, to make appearances if needed, and stated that the
 38 pageant was August 10, 2013.

39
 40 b) Captain Dave Brannon, Volusia County Sheriff's Office (VCSO), stated that the VCSO
 41 National Night Out is scheduled for Tuesday, August 6, 2013 from 5:30 p.m. until 8:30 p.m. and
 42 extended an invitation to the Commission and residents to attend the annual event. He also discussed
 43 some of the activities planned for the evening, and he asked the Commission to help spread the word
 44 and increase attendance at VCSO's National Night Out.

45
 46 **7. CONSENT AGENDA:**

47
 48 Mayor Masiarczyk read the title of each item on the Consent Agenda.

1 **Motion by Vice Mayor Denizac, seconded by Commissioner Herzberg to approve Consent**
 2 **Agenda Items 7-A and 7-B.**

3
 4 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
 5 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
 6 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

7
 8 The Commission discussed the process of presenting budgeted items to the Commission for final
 9 approval.

10
 11 ***A. Request for approval to piggyback Florida Sheriff's Association contract with Ring**
 12 **Power Corporation for one (1) Caterpillar 289CD Skid Steer Loader with Tracks -**
 13 **Stormwater Division.**

14
 15 **Approved by Consent Agenda – to approve award to Ring Power Corporation at a total cost**
 16 **not to exceed \$81,598.30 in accordance with the Florida Sheriff's & Florida Association of**
 17 **Counties contract #12-10-905 for one (1) Caterpillar 289CD Steer Loader with Tracks.**

18
 19 ***B. Request for approval to piggyback State of Florida contract with the John Deere**
 20 **Company for two (2) John Deere 997 Commercial Zero Turn Radius Mowers - Stormwater**
 21 **Division.**

22
 23 **Approved by Consent Agenda – to approve award to the John Deere Company at a total cost not**
 24 **to exceed \$32,306.00 in accordance with the State of Florida contract #760-000-10-1 for two (2)**
 25 **John Deere 997 Commercial Turn Radius Mowers."**

26
 27 **8. ORDINANCES AND PUBLIC HEARINGS:**

28
 29 **A. Resolution 2013-25, 2013 Volusia County Floodplain Management Plan.**

30
 31 Commissioner Nabicht asked if the Resolution helps residents with the difficulties encountered when
 32 the Federal Emergency Management Agency (FEMA) designates a home that was never in a flood
 33 zone before as being in a flood zone or does the Resolution make it worse. Mr. Ron Paradise,
 34 Assistant Director for Plans and Development Services, replied that it does not make it any worse
 35 and that the Resolution may mitigate some of the effects of FEMA's designation, and that it places
 36 the City in a better position for requesting a community rating system status through FEMA which
 37 would make policy holders in the City eligible for discounted flood insurance premiums.

38
 39 Commissioner Barnaby stated that he visited a resident's home which FEMA designated as being in
 40 a flood zone, that the house sets up high in the area, that he was there when it was raining, and that
 41 he has no idea how FEMA could designate that home as being in a flood zone. He asked if the City
 42 could challenge FEMA when it designates a home to be in a flood zone.

43
 44 Mr. Paradise replied that an engineering firm did conduct a flood study approximately 7 to 8 years
 45 ago and that the study led to the flood plain polygon being designated as a flood zone, and that the
 46 floodplain designation means that there is a 1 in 100 chance that in any given year the house could
 47 flood.

1 **Motion by Commissioner Nabicht, seconded by Commissioner Schleicher to approve**
2 **Resolution No. 2013-25 for adoption of the 2013 Volusia County Floodplain Management Plan.**

3
4 Mayor Masiarczyk opened the public hearing.

5
6 Mike Williams, 2889 Cottageville Street, stated that he is in the real estate business and that the way
7 homes are designated as being in a floodplain depicts a jagged boundary line from one home to the
8 other and that he concurs with Commissioner Barnaby's request to determine if the City can
9 challenge FEMA.

10
11 Mayor Masiarczyk closed the public hearing as there were no more public comments.

12
13 The Commission and staff discussed the 100 year floodplain, other cities having the same types of
14 floodplain issues, the science behind floodplain studies, the possible opportunity for the City
15 Attorney's Office and the Planning and Development Services Department to look into the
16 anomalies involved in designating homes and neighborhoods as being in a floodplain, the negative
17 impact of FEMA's floodplain designations on a community, and perhaps the City requesting
18 someone from FEMA to come down and conduct a forum for the public to discuss the floodplain
19 designation process.

20
21 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
22 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
23 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

24
25 **B. Ordinance No. 11-2013, Provision for Non-Profit Organization Flea Markets.**

26
27 Vice Mayor Denizac stated that the way Ordinance No. 11-2013 is written a Non-profit organization
28 could hold a flea market for 6 consecutive days and she suggested that the wording be changed to
29 reflect that non-profits can have two (2) flea markets per year, one day per event.

30
31 The Commission discussed the wording in Ordinance No. 11-2013, Section 22-155, to include flea
32 markets covering an entire weekend, and non-profit organizations being allowed to conduct flea
33 markets for the same amount of days and times as residents can conduct garage sales.

34
35 **Motion by Commissioner Nabicht to approve Ordinance No. 11-2013, at first reading, that**
36 **amends Chapter 22, Businesses, Article V, Garage Sales, and Section 155, Flea Markets, to**
37 **permit non-profit organizations to have up to two (2) flea markets per year.**

38
39 **Motion died for lack of a second.**

40
41 Commissioner Herzberg discussed the length of days a resident can hold a garage sale, entities
42 obtaining permission to conduct flea markets at a specific site, how the City would deal with an
43 entity requesting to use City property to hold a flea market, the procedures for requesting a waiver of
44 fees, facility use applications, and requiring entities to submit a small business plan with a non-
45 profit's waiver of fees request. She stated that she could support non-profit organizations holding
46 flea markets for two (2) days.

1 Commissioner Schleicher discussed Code Enforcements ability to enforce Ordinance No. 11-2013,
2 that one (1) day was not enough time for an organization to conduct a flea market, an organization
3 being required to submit a form with their application as to what they are going to be doing, and the
4 requirement for an organization to submit a good follow-up report.

5
6 Building and Enforcement Services Director/Acting Deputy City Manager Dale Baker replied that
7 he did not see a problem with Code Enforcement supporting the Ordinance.

8
9 Vice Mayor Denizac stated that she could agree to two (2) days but that she had concerns that Code
10 Enforcement would not be able to enforce the Ordinance and she asked Mr. Baker how he planned to
11 enforce Ordinance No. 11-2013. Mr. Baker replied that Code Enforcement would use the same
12 methods for flea markets as staff uses for garage sales and that many residents preferred paying the
13 \$50 dollar fine for holding too many garage sales to shutting down.

14
15 Vice Mayor Denizac asked for a list from Mr. Baker as to how many residents were fined for
16 conducting more garage sales per year than authorized. Mr. Baker replied that he would get the data,
17 but that it would take a while to gather.

18
19 Commissioner Barnaby stated that he agreed with the two (2) days per year, that he is a big
20 proponent of the free market enterprise, and that it would be good for people or entities to be able to
21 conduct flea markets or garage sales at least once every quarter.

22
23 Commissioner Lowry stated that he did not understand why the Commission would limit Non-
24 profits from holding flea markets to less days than a resident holds a garage sale and that he did not
25 have a problem with entities holding flea markets for three (3) days.

26
27 Commissioner Nabicht asked if the intent was to reduce the number of garage sales a resident can
28 have from three (3) days to two (2) days, non-profits having more invested into an event than a
29 resident, that he could support flea markets for two (2) days, but that he did not have a problem with
30 non-profits conducting flea markets for three (3) days.

31
32 Commissioner Herzberg stated that she could support either two (2) or three (3) days, having more
33 control over a non-profit organization, waiver of fee stipulations, and the additional cost to a non-
34 profit for conducting an event more than one day.

35
36 Vice Mayor Denizac stated that she could support an entity holding a flea market for three (3) days.

37
38 The Commission and staff discussed an organization using an off-site location for their flea markets,
39 a paper trail to prove how many times a resident holds a garage sale, permits not being required for
40 garage sales, and abuse by residents of how many times a resident conducts a garage sale.

41
42 **Motion by Commissioner Nabicht, seconded by Commissioner Schleicher to approve**
43 **Ordinance No. 11-2013, at first reading, that amends Chapter 22, Businesses, Article V,**
44 **Garage Sales, and Section 155, Flea Markets, to permit non-profit organizations to have up to**
45 **two (2) flea markets per year.**

46
47 **Amended motion by Commissioner Barnaby to allow garage sales and flea markets four (4) times**
48 **per year, once per quarter.**

1 **Amended motion died for lack of a second.**

2
 3 City Attorney Becky Vose read the title of Ordinance No. 11-2013.

4
 5 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING CHAPTER 22,**
 6 **“BUSINESSES,” ARTICLE V, “GARAGE SALES,” SECTION 155, “FLEA MARKETS,”**
 7 **TO PERMIT NON-PROFIT ORGANIZATIONS TO HAVE TWO FLEA MARKETS PER**
 8 **CALENDAR YEAR, PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY,**
 9 **AND FOR AN EFFECTIVE DATE.**

10
 11 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

12
 13 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
 14 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
 15 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

16
 17 Ordinance No. 11-2013 was adopted at first reading at 8:12 p.m.

18
 19 Mayor Masiarczyk called a five minute recess at 8:12 p.m. and reconvened at 8:24 p.m.

20
 21 **C. Ordinance No. 20-2012, Revising Section 14-2 and 14-3 regarding public nuisance**
 22 **animals and prohibited animals; Adding Article VII, "Responsible Pet Ownership and**
 23 **Licensing Standards", to Chapter 14, "Animals", of the City's Code of Ordinances, at first**
 24 **reading and to schedule second and final reading on August 5, 2013.**

25
 26 Commissioner Herzberg stated that Ordinance No. 20-2012 cleans up the old ordinance and that the
 27 biggest change is if an animal owner is cited for their pet running at-large than the owner would have to
 28 have the animal spayed or neutered. She discussed the current Ordinance requirements, cost for
 29 residents to have an animal spayed and neutered, the spay and neuter agreement between the City of
 30 Deltona and Halifax Humane Society, providing a low cost alternative for residents, falling in line with
 31 Volusia County and other cities who currently have spay and neuter ordinances or acts, exemptions to
 32 the ordinance, the cost of pet microchip technology and annual microchip registration renewal. She also
 33 discussed the Deltona cost statistics for taking at-large animals into the Humane Society over a 10 year
 34 period under the “Call” methodology which costs Deltona \$84 dollars per animal. In 2012 alone the
 35 intake to Halifax Humane Society from Deltona was 2,424 animals, of those, 163 were reclaimed by
 36 their owners, resulting in a total cost of \$157,000 dollars being paid by Deltona to Humane Societies.
 37 She stated that since 2002 the City of Deltona has paid \$1,454,877.88 dollars to basically have animals
 38 euthanized which is obviously not working, and she stated that the time to do something for the
 39 residents is now.

40
 41 Commissioner Herzberg asked how many Code Enforcement Officers the City of Deltona has and Mr.
 42 Baker replied that the City has 12 Code Enforcement Officers.

43
 44 Commissioner Barnaby commended Commissioner Herzberg for obtaining the statistical data in
 45 support of the ordinance and for her passion in trying to make sure Deltona is not overrun with animals.
 46 He stated that due to the required microchipping verbiage in the proposed ordinance on page 95, under
 47 Section 14-278. Microchipping, he would not support the Ordinance as written.

1 Commissioner Schleicher concurred with Commissioner Barnaby's microchipping concerns and she
2 also stated that she did not agree with the requirement to have all animals in the home spayed or neutered
3 or requiring residents to apply for an unaltered animal permit, which puts the burden and penalty on
4 those residents who are doing the right thing, she does not support the Ordinance as written.
5

6 Mayor Masiarczyk stated that he has a problem with the wording in some of the statements on the first
7 page of the Ordinance in the third "Whereas" section and he suggested removing the words "resulting in
8 euthanasia" and in the fourth "Whereas" section remove the words "through Halifax Humane Society"
9 because the City may not always contract with one particular agency. He also stated that the Ordinance
10 is too bureaucratic and cumbersome, puts too large a burden on the Code Enforcement Department, puts
11 an undue burden on taxpayers to have to apply and pay for an unaltered animal permit, and that the
12 mandatory spay and neuter and microchipping should only apply to those pet owners whose animals get
13 loose, and he will support the Ordinance as long as it is written to only apply to violators.
14

15 Commissioner Lowry asked how the ordinance would affect a resident who had pets in Deltona. Mrs.
16 Vose replied that if the resident's pets needed spay and neuter than she would assume that the resident
17 would sign up through the City for the shots, spay and neuter, and microchipping or the resident could
18 apply to the City for an unaltered permit for each pet at a fee of \$25 dollars per pet.
19

20 Commissioner Lowry stated that many cities have implemented a mandatory spay and neuter ordinance
21 only to come back and change it, that Ordinance No. 20-2012 puts an undue cost on residents, and that
22 he could support the Ordinance if it applied to violators only.
23

24 Vice Mayor Denizac stated that the wording under the sixth "Whereas" section on page 92 of the
25 Ordinance where it mentions "low cost spay and neuter through Halifax Humane Society" needs to be
26 changed because the City does not have unlimited funds to support spay and neuter services and that
27 funding may not always be available from the City. Mr. Baker replied that Halifax Humane Society
28 provides their low cost spay and neuter services to anyone, not just Deltona residents.
29

30 Vice Mayor Denizac stated that she could support the ordinance if it applied to repeat offenders, but not
31 to first time violators and she asked Mr. Baker if the Commission approved the Ordinance would it put
32 a burden on the Code Enforcement Department. Mr. Baker replied that the Deltona Code Enforcement
33 Department is very unique in that they handle both animal control and code enforcement, so any time a
34 requirement is added to Animal Control, than it takes manpower away from Code Enforcement. He
35 also stated that if the Ordinance were changed to say "first time violators" would have to comply with
36 the requirements of spay and neuter that it would not put an additional burden on the Code Enforcement
37 Officers.
38

39 Vice Mayor Denizac asked if the new Ordinance would be in conflict with Deltona's Leash law. Mr.
40 Baker replied that the new ordinance would exempt owners from complying with the Leash Law. He
41 stated that currently owners have to have their pets physically restrained to their property, that pets
42 cannot leave the property unless they are on a leash and that the Ordinance would do away with that
43 requirement for cats that have been spayed or neutered and have had their ears notched.
44

45 Vice Mayor Denizac asked Mr. Baker if the Ordinance were approved, would he be able to quantify the
46 savings next year. Mr. Baker replied that he had statistics on how many dogs and cats were taken into
47 the Humane Society and how many owners claimed their dogs, and he stated that since owners are not
48 coming in to claim their dogs he did not feel there would be a cost savings for dogs. However, he stated

1 that there would be a cost savings with regards to cats because the number of cats taken in would be
 2 lower due to being spayed or neutered and that there would ultimately be fewer cats in Deltona due to
 3 the required spay and neuter. He stated that the savings would be a reduced number of animals being
 4 taken into the Humane Society.

5
 6 Vice Mayor Denizac asked Mr. Baker if he had documentation of the 1200 hours Code Enforcement
 7 spent dealing with feral cats. Mr. Baker replied “no” that the hours vary per day depending on how
 8 many traps each truck puts out and where the traps are placed. He stated that each of the five (5) trucks
 9 carry eight (8) traps and that the Code Enforcement Officers time spent on feral cats varies between one
 10 and one half hours a day depending on the number of traps that were put out.

11
 12 Commissioner Herzberg stated that if the current Ordinance was left the way it was, that the
 13 Commission only changed it to apply to first time violators, and the City provided a low cost spay and
 14 neuter alternative to pet owners; that she would not have a problem with removing the micro-chipping
 15 and waiver fee.

16
 17 **Motion by Commissioner Nabicht , seconded by Commissioner Barnaby to table Ordinance No.**
 18 **20-2012 to a Workshop for further discussion.**

19
 20 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
 21 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
 22 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

23
 24 **D. Public Hearing - Ordinance No. 12-2013, Amending Subpart A, Chapter 38,**
 25 **"Environment", by adding new Article VII "Stormwater Discharge Pollutant Control" and**
 26 **new Article VIII "Florida-Friendly Fertilizer use on Urban Landscapes", at first reading and**
 27 **to schedule second and final reading.**

28
 29 Item was pulled from the agenda by staff.

30
 31 **9. OLD BUSINESS:**

32
 33 **A. Consideration of appointment of one (1) alternate member to the City's Charter Review**
 34 **Committee.**

35
 36 Commissioner Herzberg asked Mrs. Vose if it were legal to vote on the two (2) alternates that had the
 37 exact same score at the initial vote. Mrs. Vose replied that someone should make a motion to appoint
 38 one (1) of the two (2) individuals.

39
 40 **Motion by Commissioner Herzberg, seconded by Commissioner Schleicher to confirm the**
 41 **appointment of Paula Rossiter to the City's Charter Review Committee.**

42
 43 Commissioner Lowry stated that the procedure in the agenda was not being followed and he asked the
 44 City Attorney if it was not a reason to call for a point of order. Mrs. Vose concurred with
 45 Commissioner Lowry and she recommended the Commission follow the process stated in the agenda.

46
 47 **Commissioner Schleicher withdrew her “second” to the motion and Commissioner Herzberg**
 48 **withdrew her motion.**

1 The Commission and staff discussed the ranking process, and copies of the Charter Review Committee
2 Alternate Ranking Process sheets were provided to the Commission.

3
4 Vice Mayor Denizac asked if anyone in the Commission had contact with either alternate and the
5 Commission concurred that no one had talked to either alternate.

6
7 The completed Charter Review Committee (CRC) Alternate Ranking Process sheets were collected
8 from the Commission and Acting City Manager Dave Denny, City Attorney Becky Vose, and City
9 Clerk Joyce Raftery added the scores.

10
11 Ms. Raftery announced that Paula Rossiter received the lowest score and Mayor Masiarczyk stated
12 Paula Rossiter has been chosen as the member of the Charter Review Committee.

13
14 The Commission discussed Mr. David Dapore as being the alternate, whether or not the Commission
15 still needed to have two (2) alternates for the CRC, the purpose of having an alternate, and whether or
16 not to remain with the original decision to have two (2) alternates or just have the remaining one (1)
17 alternate.

18
19 Mr. Denny stated that the next two (2) individuals on the CRC list have the exact same score.

20
21 **The Commission concurred that Mr. Denny would contact the next two (2) individuals on the**
22 **CRC list to determine if they were both still interested in being on the CRC. If both individuals**
23 **were still interested the Commission would vote at the next Commission Meeting to determine**
24 **which of the two (2) would be the next alternate.**

25
26 **10. NEW BUSINESS:**

27
28 **A. Request for consideration from Pedro E. Velez Perez and Ana Glison Fragasos for a**
29 **reduction of fine from \$6,350.00 assessed pursuant to Special Magistrate Case DEL-05-002.**

30
31 Mayor Masiarczyk discussed reducing the fine to \$200 dollars and giving Mr. Perez 90 days to come
32 into compliance.

33
34 **Motion by Commissioner Nabicht, seconded by Commissioner Lowry to grant the request of**
35 **Pedro E. Velez Perez and Ana Glison Fragasos for a reduction of the fine concerning Case No.**
36 **DEL-05-002 for the property located at 626 E. Normandy Blvd., Deltona, Florida, to \$200**
37 **dollars and that the residents must follow the original order within 90 days or the fine reverts**
38 **back to the original amount.**

39
40 **Commissioner Lowry withdrew his second to the motion and Commissioner Nabicht withdrew**
41 **his motion.**

42
43 The Commission and staff discussed the amount of the fine, the time allotted to come into
44 compliance, State Housing Initiatives Partnership (SHIP) funding, the date the residents originally
45 went into violation, that the intent of fining residents was to bring them into compliance, and Mr.
46 Perez and Ms. Fragasos not being able to request a SHIP grant until the lien is removed from the
47 property.

1 **Motion by Commissioner Nabicht, seconded by Commissioner Lowry to grant the request of**
 2 **Pedro E. Velez Perez and Ana Glison Fragaso for a reduction of the fine concerning Case No.**
 3 **DEL-05-002 for the property located at 626 E. Normandy Blvd., Deltona, Florida, to \$200 to be**
 4 **paid within 90 days and then to follow the recommendation of the Special Magistrate.**

5
 6 The Commission and staff discussed use of the SHIP program funds, the need for an engineer to help
 7 bring the home into compliance, the fact that Mr. Perez and Ms. Fragaso did hire an engineer, that
 8 the engineer did provide a letter to Mr. Cino stating that he inspected the building and what needed
 9 to be done to bring the building into compliance, what SHIP grant money can be used for, habitual
 10 requests for reduction of fees and lifting liens from residents, and the City's notification procedure
 11 when a home is found not to be in compliance.

12
 13 Ms. Delores Guzman stated that she was speaking for Mr. Perez and Ms. Fragoso due to a language
 14 barrier and provided a copy of the engineer letter and photos from Omega Design Architects.

15
 16 The Commission and staff discussed when the house was originally determined to be in non-
 17 compliance with Deltona building codes, the administrative work accomplished by the residents to
 18 date, the requirement for compliance being lost due to the lack of coordination between the City of
 19 Deltona databases, the merging of the Building Services and Enforcement Services which resulted in
 20 both departments using the CRW database, which allowed for interdepartmental connectivity and
 21 communication, the residents not knowing that there was a lien on their home until they applied for
 22 a second mortgage, the burden of following the process of Mr. Cino's order would still be on the
 23 residents, and the City removing the roadblock to Mr. Perez and Ms. Fragoso applying for a SHIP
 24 grant.

25
 26 **Motion carried with members voting as follows:**

| | | |
|----|--------------------------------|----------------|
| 27 | | |
| 28 | Commissioner Barnaby | Against |
| 29 | Commissioner Herzberg | For |
| 30 | Commissioner Lowry | For |
| 31 | Commissioner Nabicht | For |
| 32 | Commissioner Schleicher | Against |
| 33 | Vice Mayor Denizac | For |
| 34 | Mayor Masiarczyk | For |
| 35 | | |

36 **11. CITY COMMISSION COMMENTS:**

37
 38 a) Mayor Masiarczyk stated that the Volusia Hispanic Chamber of Commerce is hosting the 1st
 39 Viva Volusia International Latino Arts, Culture and Culinary Festival over the Labor Day weekend,
 40 August 30 through September 1, 2013 in Daytona Beach, that individuals can go to
 41 www.vivavolusia.com to learn more, he encouraged everyone to attend, and he stated that he would be
 42 asking staff to include the event in with the City's usual advertising media. He stated that elected
 43 officials in Tallahassee are discussing the use of electronic devices at the dais and the possibility of
 44 requiring officials to save various types of media messages received or transmitted while at the dais for
 45 a period of time due to Public Records requirements and to watch for a future Senate Bill on the issue.
 46 He discussed having received requests from several people concerning handicap sticker parking and
 47 people abusing handicap parking spaces, and he asked if Captain Brannon or someone from the VCSO
 48 could provide a presentation on handicap parking laws at a future Commission meeting. He also stated

1 that he had received several emails concerning the Commission discussing chickens being allowed in
2 Deltona and he asked if there was any interest in discussing the issue again.

3
4 **The Commission concurred to not discuss the chicken issue again.**
5

6 b) Commissioner Lowry asked Captain Brannon to provide him data on National Night Out so he
7 can distribute the information, that the West Volusia Youth Baseball League's AA Division All-Star
8 team finished a six-day tournament and won the Florida Dixie Youth AA State Champions title and that
9 Deltona was becoming the West Volusia baseball capital of the world. He also stated that Deltona
10 Lakes Baptist Church has partnered with the Volusia County Hispanic Association again this year in
11 sponsoring a back to school supplies giveaway event on August 10, 2013 and he stated that anyone who
12 wished to contribute could do so through either organization. He stated that he does text to his
13 daughters who are away at college while on the dais, that his calendar is also on his electronic device,
14 but that he does not conduct any political business electronically while on the dais.
15

16 c) Commissioner Schleicher stated that she has had a quiet week with her relatives and that it has
17 been nice to just be a tourist for a little while.
18

19 d) Commissioner Herzberg stated that during the public comments portion of the agenda people
20 have gone over the four (4) minute limit and she suggested that the Commission place the timer on top
21 of the dais as it was in the past, that when she asks questions on the dais that it is for clarity about issues
22 she will be voting on, and that Volusia County Court Mediation Services offers free mediation for
23 residents having a civil dispute. If no money is involved, or for claims less than \$15,000, instead of
24 going to court residents now have an alternative for working out their problems.
25

26 e) Commissioner Barnaby stated that it was mentioned in the paper that the Volusia County
27 Manager, Mr. Dinneen was looking for ways to raise property taxes. He stated that he is against raising
28 property taxes and hopes that Mrs. Northey and Mrs. Cusack would advocate against raising property
29 taxes in Deltona and in Volusia County. He stated that the Commission is sending a loud and clear
30 message to their Volusia County partners that residents in Deltona are still hurting financially; he
31 invited Mrs. Cusack, the at-large County Commissioner to come and let the Commission and residents
32 of Deltona know what Volusia County is planning to do for Deltona.
33

34 f) Vice Mayor Denizac stated that the Parks and Recreation, Citizens Accessibility Advisory Sub-
35 Committee devoted a lot of time into developing and publishing a very informative handout on how to
36 use Florida's Disabled Parking Permits, she requested the Commission be provided a copy of the
37 Deltona Resolution pertaining to texting on the dais, that she has some concerns with texting on the
38 dais, and she feels that any texting during Commission meetings should be public record. She also
39 asked about the status of the Deltona signs against littering.
40

41 Mr. Denny replied that the signs are ready.
42

43 Vice Mayor Denizac discussed contacting the Deltona Firefighters Foundation for additional funding
44 for more anti-littering signs and incorporating a public relation event into the installation of the first
45 sign. She also mentioned her request to add a topic of "Cleaning up Deltona" to a future workshop and
46 she asked that it be scheduled as soon as possible.
47
48

1 **12. CITY ATTORNEY COMMENTS:**
2

3 City Attorney Becky Vose wished everyone a good night.
4

5 **13. ACTING CITY MANAGER COMMENTS:**
6

7 Acting City Manager Dave Denny stated that the Commission needs to schedule a Shade meeting to
8 discuss the Union Contract as soon as possible and he suggested Monday, July 22, 2013 before the
9 Commission Workshop.

10
11 **After discussion, the Commission concurred to hold a Shade meeting on Monday, July 22, 2013 at
12 5 p.m.**

13
14 **14. ADJOURNMENT:**
15

16 There being no further business, the meeting adjourned at 9:51 p.m.
17
18
19
20
21

22 _____
23 **John Masiarczyk Sr., Mayor**

24 **ATTEST:**
25
26

27 _____
Mitch Honaker, Deputy City Clerk



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/5/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 5 - A
SUBJECT: Presentation of Certificates - West Volusia Youth Baseball League
(WVYB) Single A All-Star Team (Requested by Mayor Masiarczyk).

| | |
|---|--|
| LOCATION: | N/A |
| BACKGROUND: | In their first outing at the Florida Dixie Youth Little League Baseball Single A Tournament the West Volusia Youth Baseball (WVYB) Single A All-Star Team, coached by Andre Bilbao and Harley Goodnoe, won the District 1 Championship which qualified the team to advance to the State Championship Tournament held in Sebring, Florida, where they finished in 3rd Place. The team consists of the top 5 and 6 year-old players and the team was honored with taking home the prestigious "Sportsmanship" Award. |
| ORIGINATING DEPARTMENT: | Deputy City Manager |
| SOURCE OF FUNDS: | N/A |
| COST: | N/A |
| REVIEWED BY: | City Clerk |
| STAFF RECOMMENDATION PRESENTED BY: | N/A - Presentations only. |
| POTENTIAL MOTION: | N/A - Presentations only. |
| AGENDA ITEM APPROVED BY: | <hr/> William D. Denny, Acting City Manager |
| ATTACHMENTS: | <ul style="list-style-type: none">• WVYB Single A Certificates |



City of Deltona

Certificate of Recognition
to

Andre Bilbao, Head Coach West Volusia Youth Baseball Single A All-Stars

In recognition of your coaching and leadership abilities in winning
the 2013 District Championships, achieving 3rd Place and the
Sportsmanship Award at the Florida Dixie Youth A State Tournament.

John Masiarczyk

John Masiarczyk, Mayor

August 5, 2013



City of Deltona



Certificate of Recognition
to

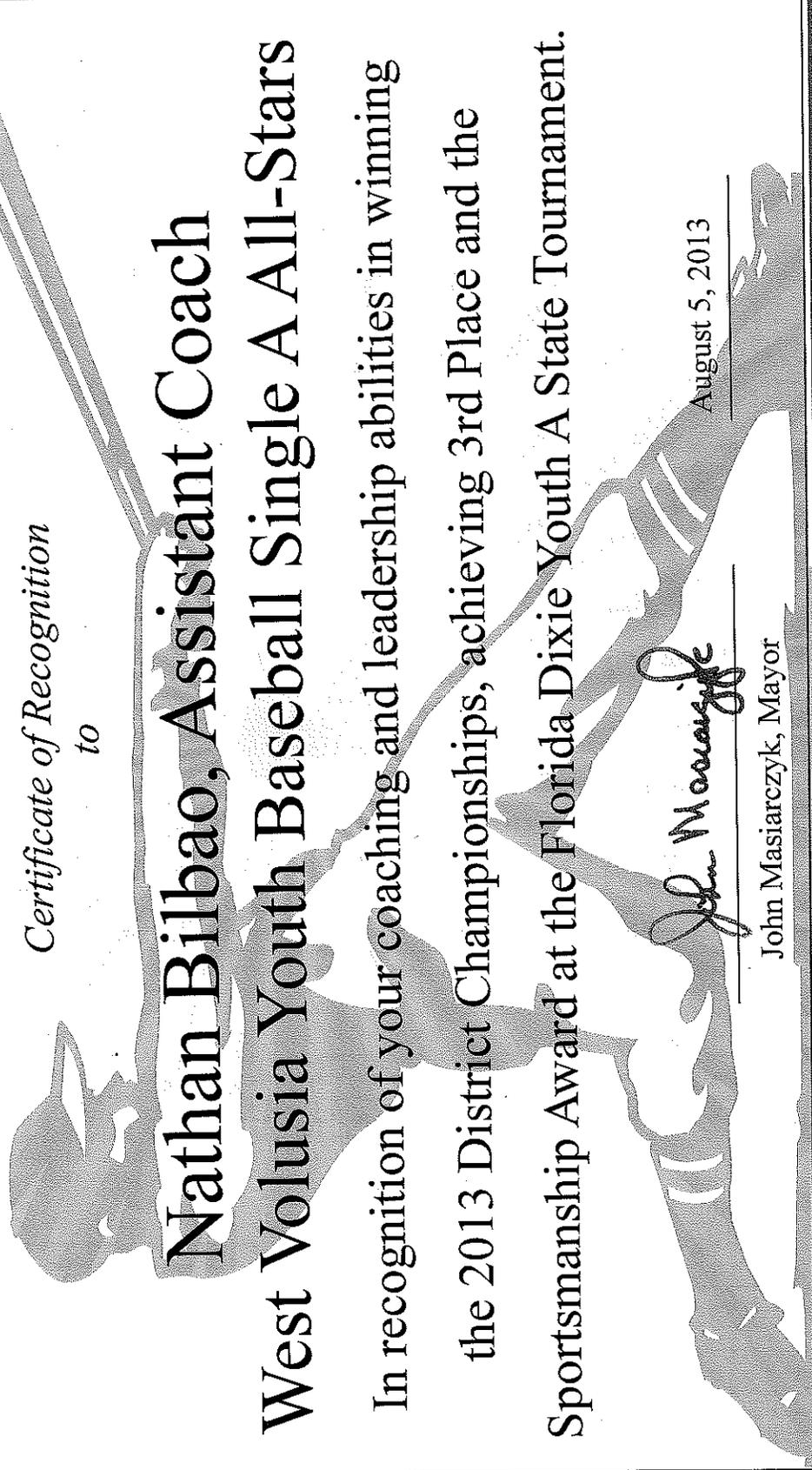
Nathan Bilbao, Assistant Coach West Volusia Youth Baseball Single A All-Stars

In recognition of your coaching and leadership abilities in winning
the 2013 District Championships, achieving 3rd Place and the
Sportsmanship Award at the Florida Dixie Youth A State Tournament.

John Masiarczyk

John Masiarczyk, Mayor

August 5, 2013



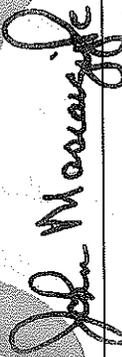


City of Deltona

Certificate of Recognition
to

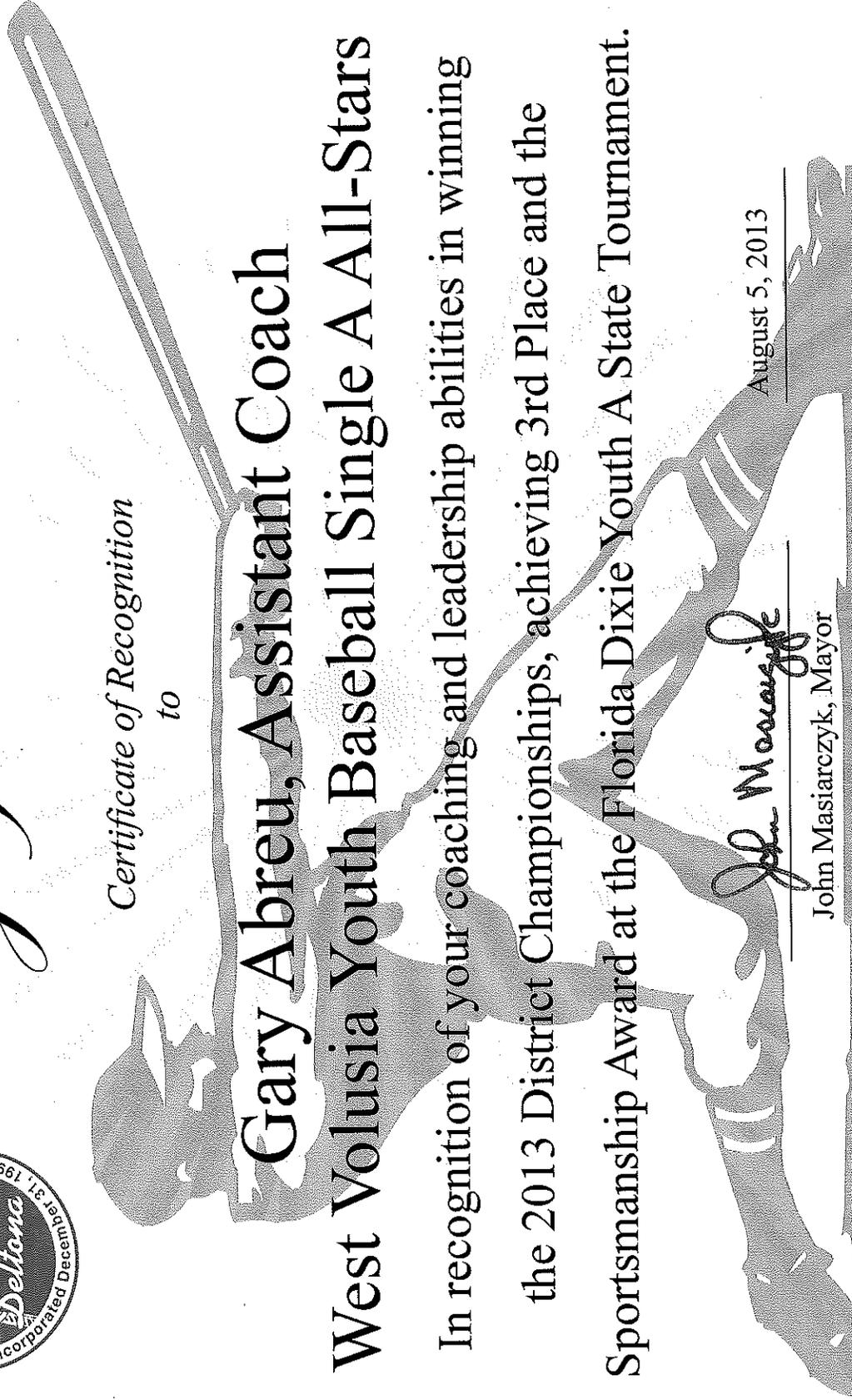
Gary Abreu, Assistant Coach West Volusia Youth Baseball Single A All-Stars

In recognition of your coaching and leadership abilities in winning
the 2013 District Championships, achieving 3rd Place and the
Sportsmanship Award at the Florida Dixie Youth A State Tournament.



John Masiarczyk, Mayor

August 5, 2013



City of Deltona

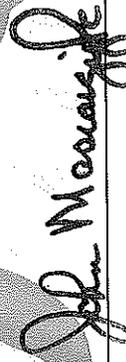


Certificate of Recognition
to

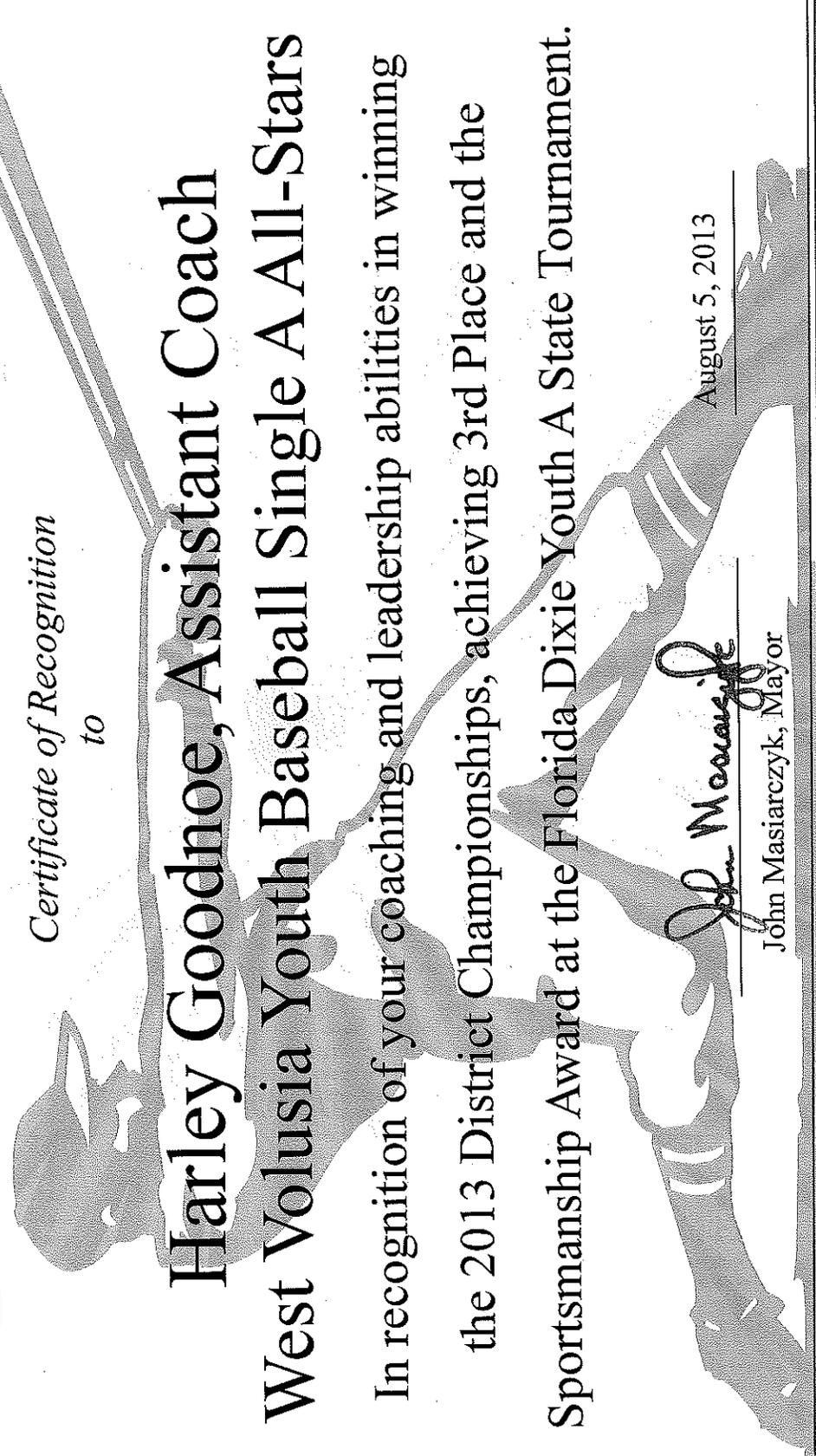
Harley Goodnoe, Assistant Coach West Volusia Youth Baseball Single A All-Stars

In recognition of your coaching and leadership abilities in winning
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Sportsmanship Award at the Florida Dixie Youth A State Tournament.

August 5, 2013



John Masiarczyk, Mayor





City of Deltona

Certificate of Recognition
to

Andre Bilbao

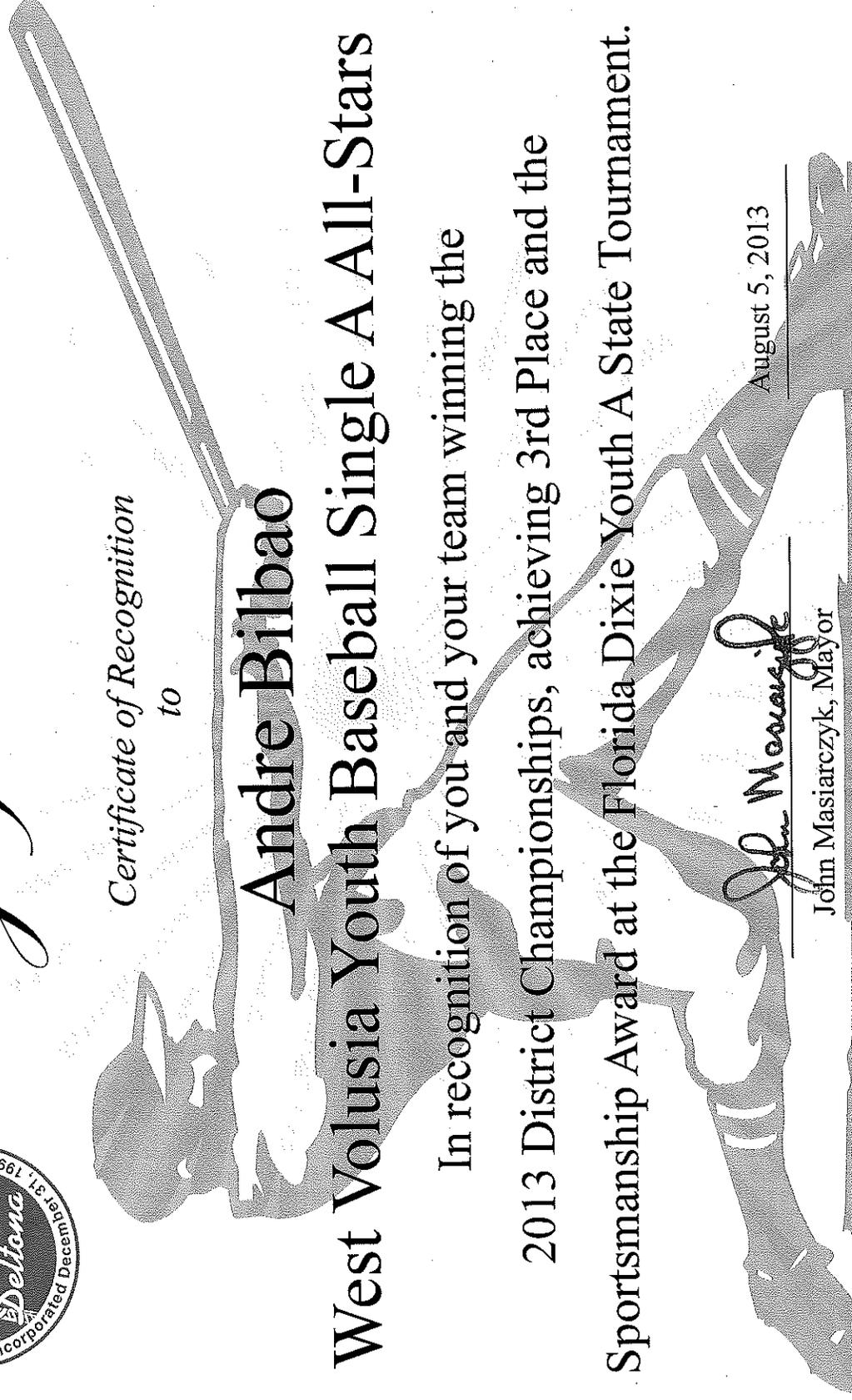
West Volusia Youth Baseball Single A All-Stars

In recognition of you and your team winning the
2013 District Championships, achieving 3rd Place and the
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John Masiarczyk

John Masiarczyk, Mayor

August 5, 2013



City of Deltona



Certificate of Recognition
to

Carlos Martinez

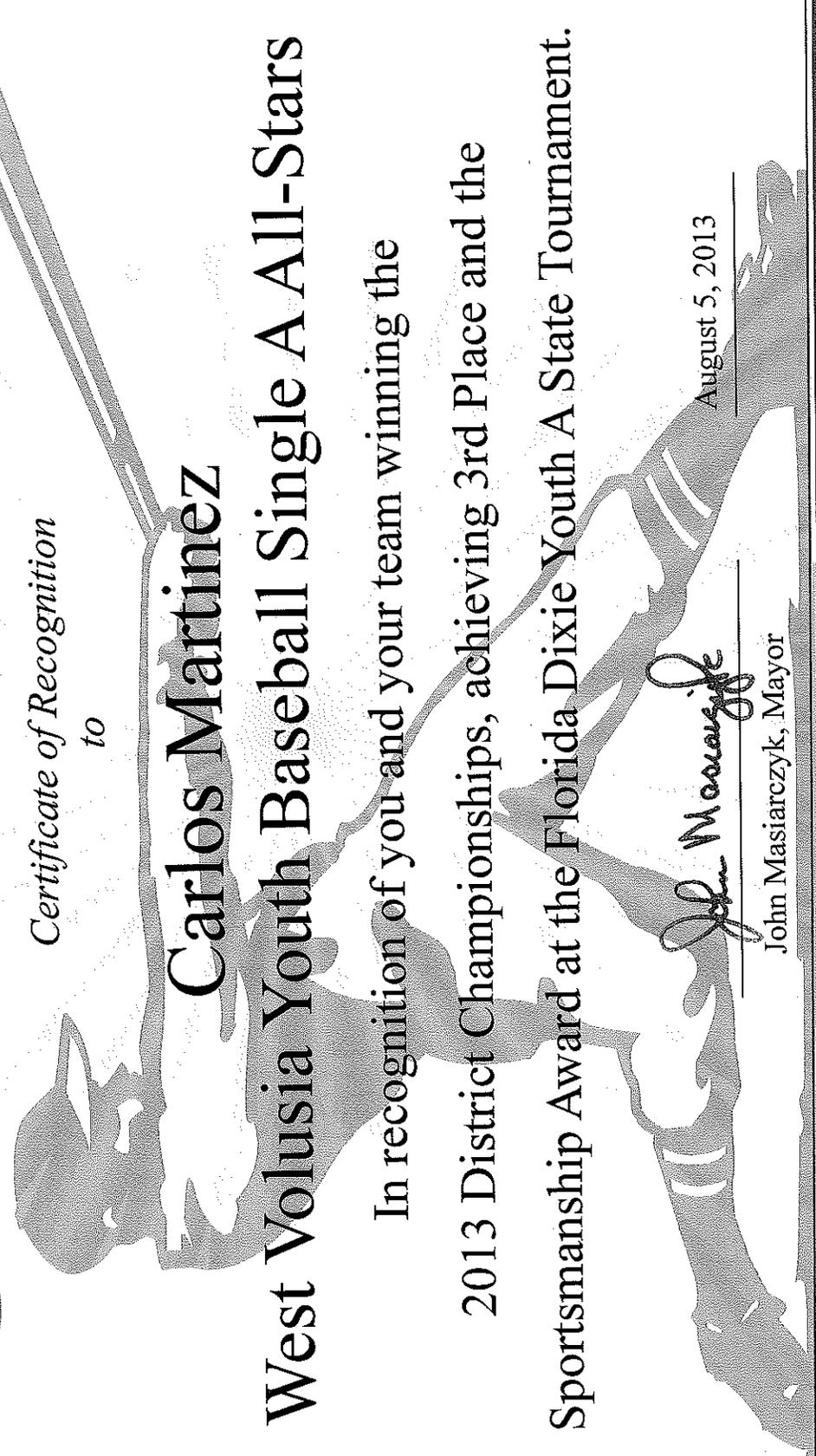
West Volusia Youth Baseball Single A All-Stars

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John Masiarczyk

John Masiarczyk, Mayor

August 5, 2013





City of Deltona

Certificate of Recognition
to

Derek Walker

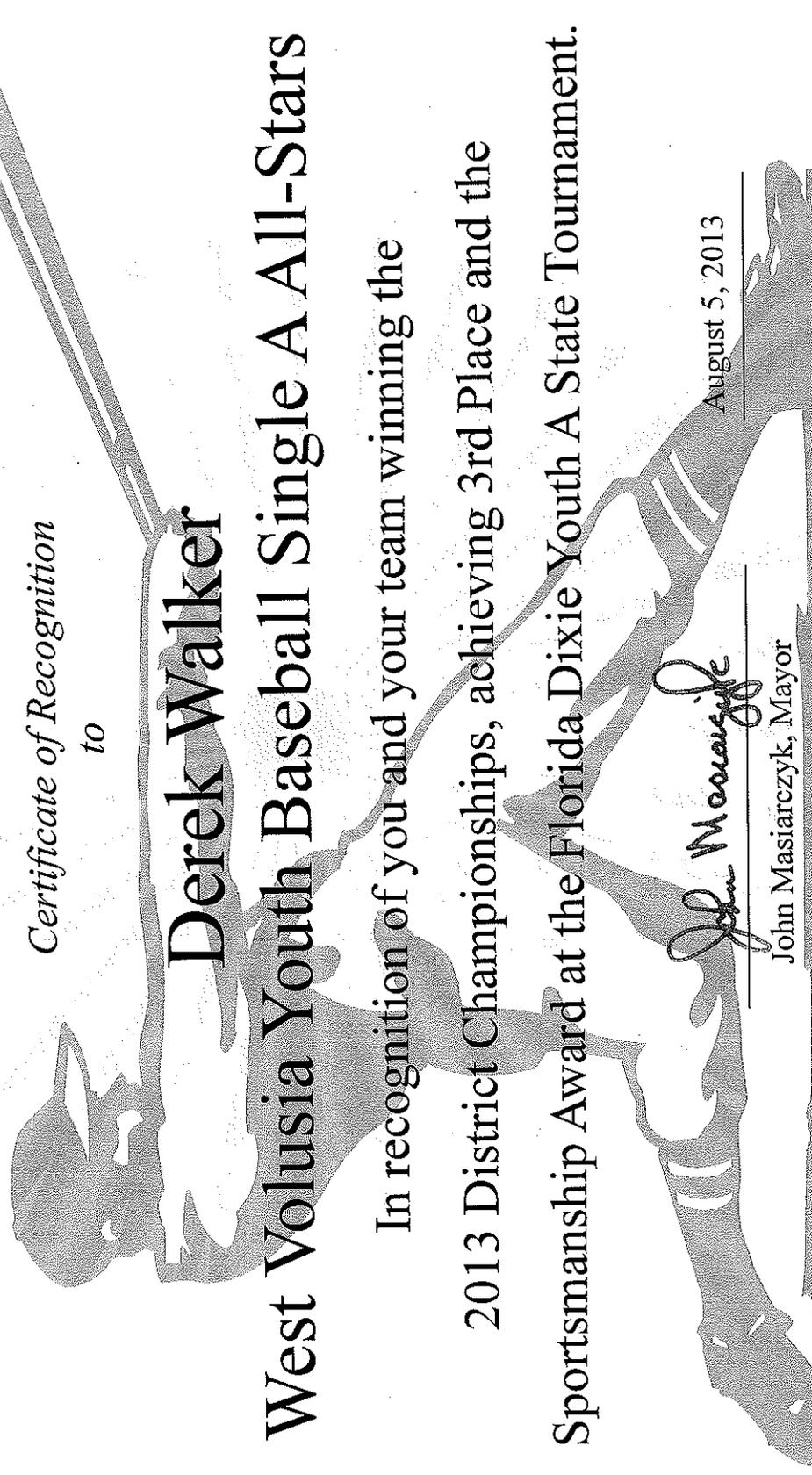
West Volusia Youth Baseball Single A All-Stars

In recognition of you and your team winning the
2013 District Championships, achieving 3rd Place and the
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John Masiarczyk

John Masiarczyk, Mayor

August 5, 2013



City of Deltona



Certificate of Recognition

to

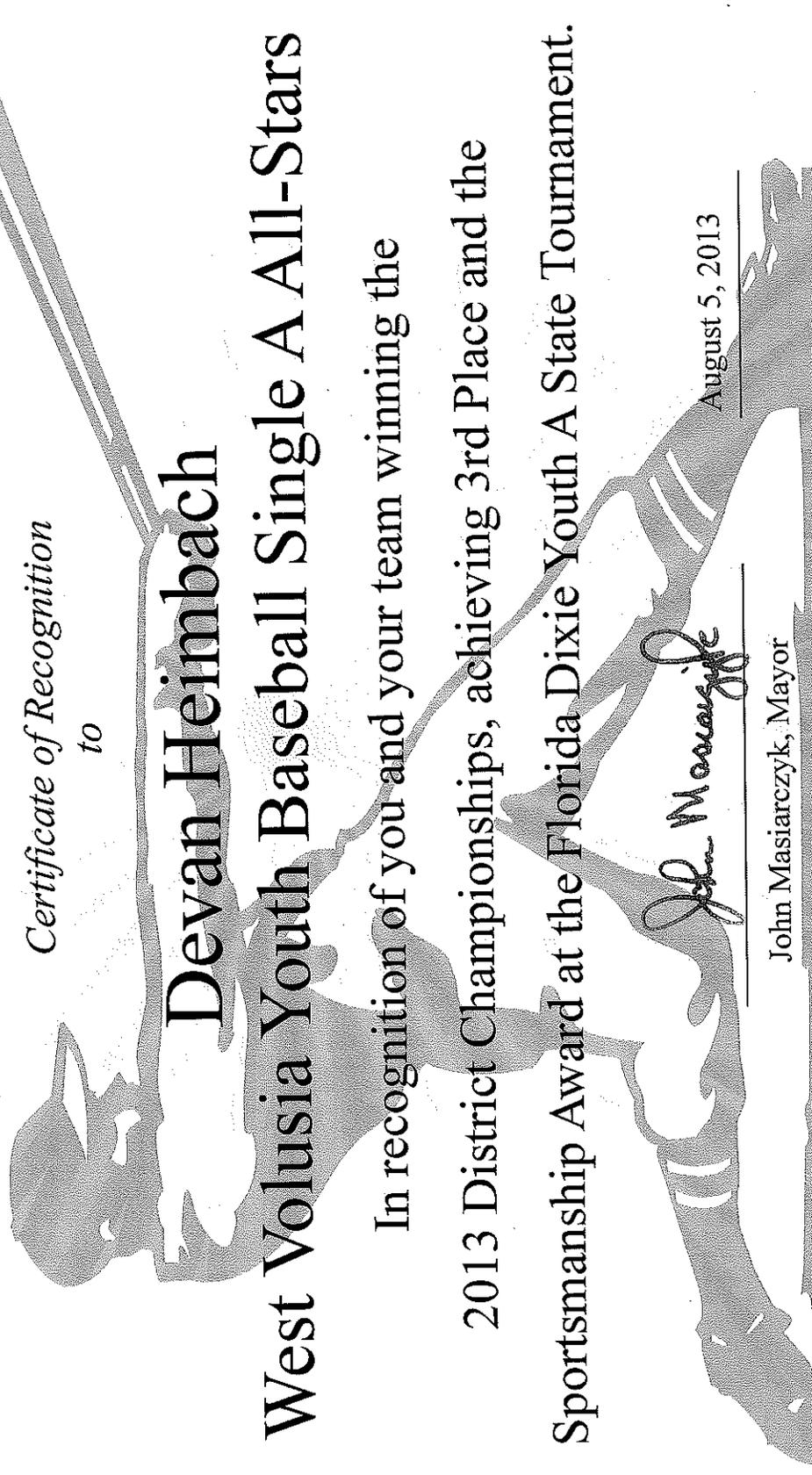
Devan Heimbach West Volusia Youth Baseball Single A All-Stars

In recognition of you and your team winning the
2013 District Championships, achieving 3rd Place and the
Sportsmanship Award at the Florida Dixie Youth A State Tournament.



John Masiarczyk, Mayor

August 5, 2013





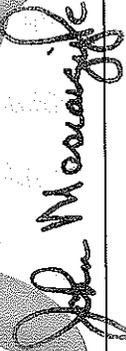
City of Deltona

Certificate of Recognition
to

Jayden Lochiatto

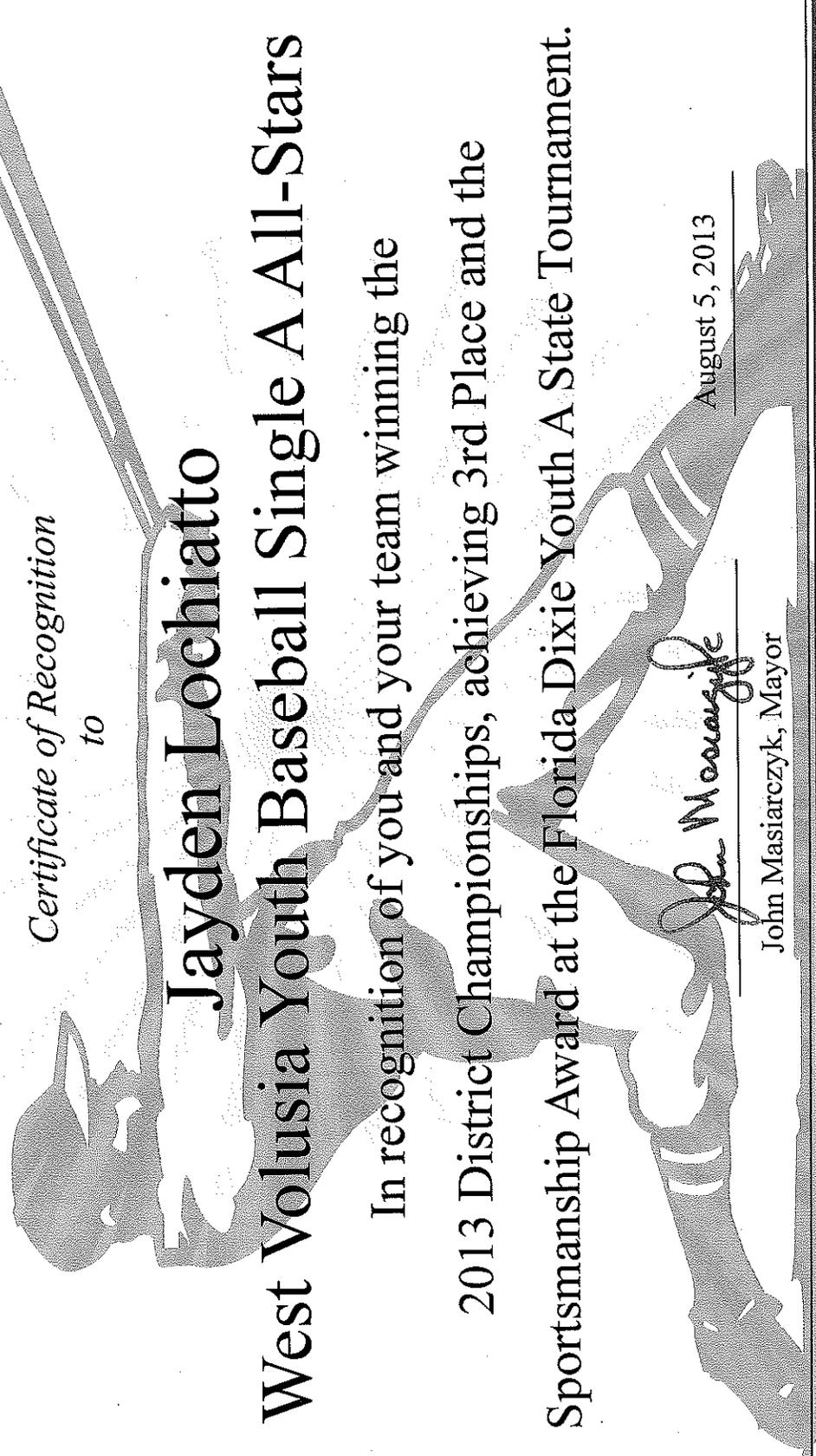
West Volusia Youth Baseball Single A All-Stars

In recognition of you and your team winning the
2013 District Championships, achieving 3rd Place and the
Sportsmanship Award at the Florida Dixie Youth A State Tournament.



John Masiarczyk, Mayor

August 5, 2013





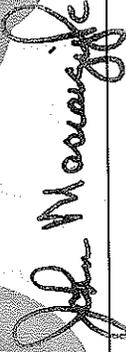
City of Deltona

Certificate of Recognition
to

Cole Goodnoe

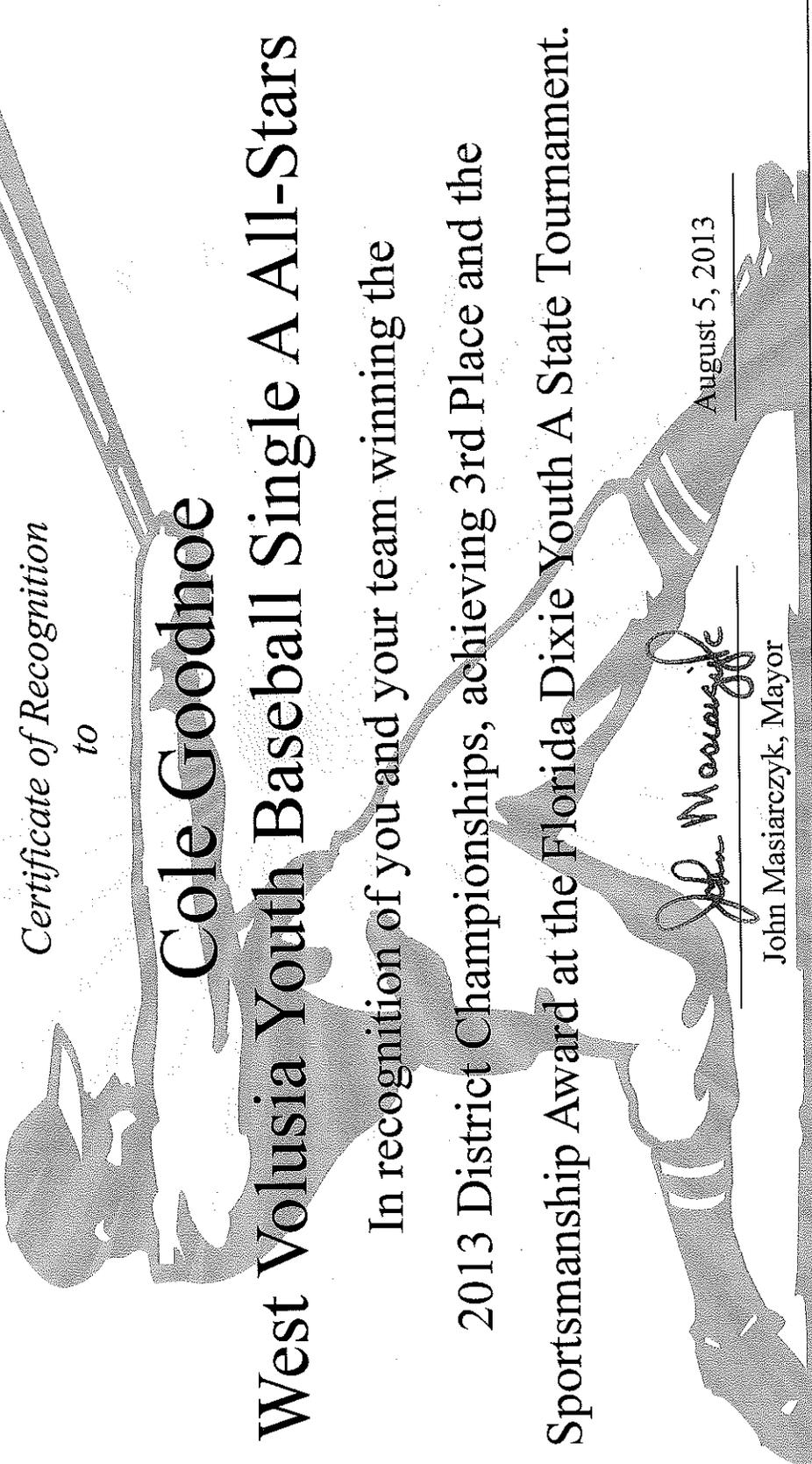
West Volusia Youth Baseball Single A All-Stars

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2013 District Championships, achieving 3rd Place and the
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John Masiarczyk, Mayor

August 5, 2013





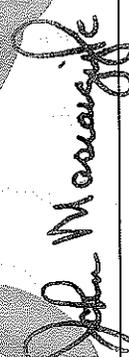
City of Deltona

Certificate of Recognition
to

JJ Adame "Byrd"

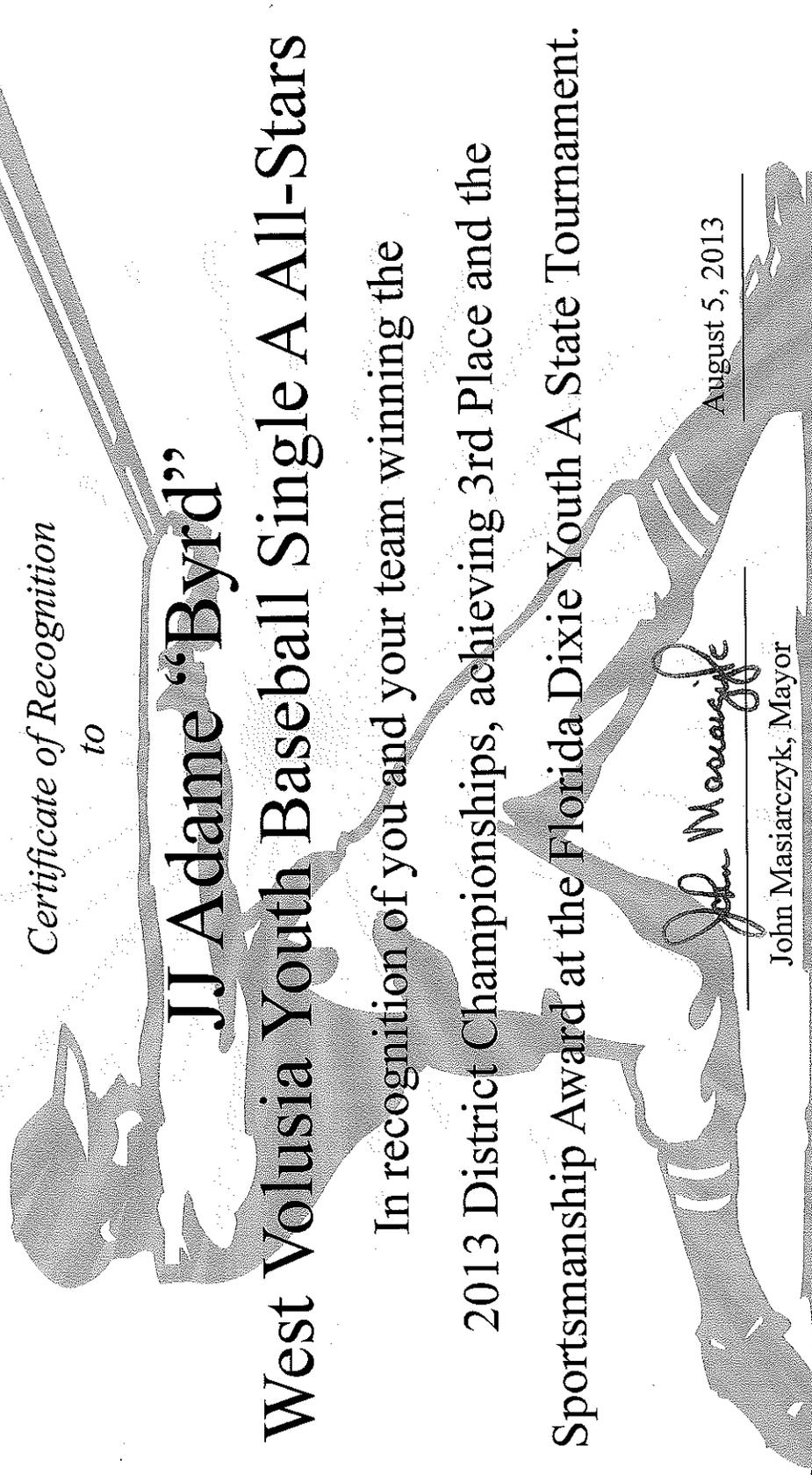
West Volusia Youth Baseball Single A All-Stars

In recognition of you and your team winning the
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John Masiarczyk, Mayor

August 5, 2013



City of Deltona



Certificate of Recognition
to

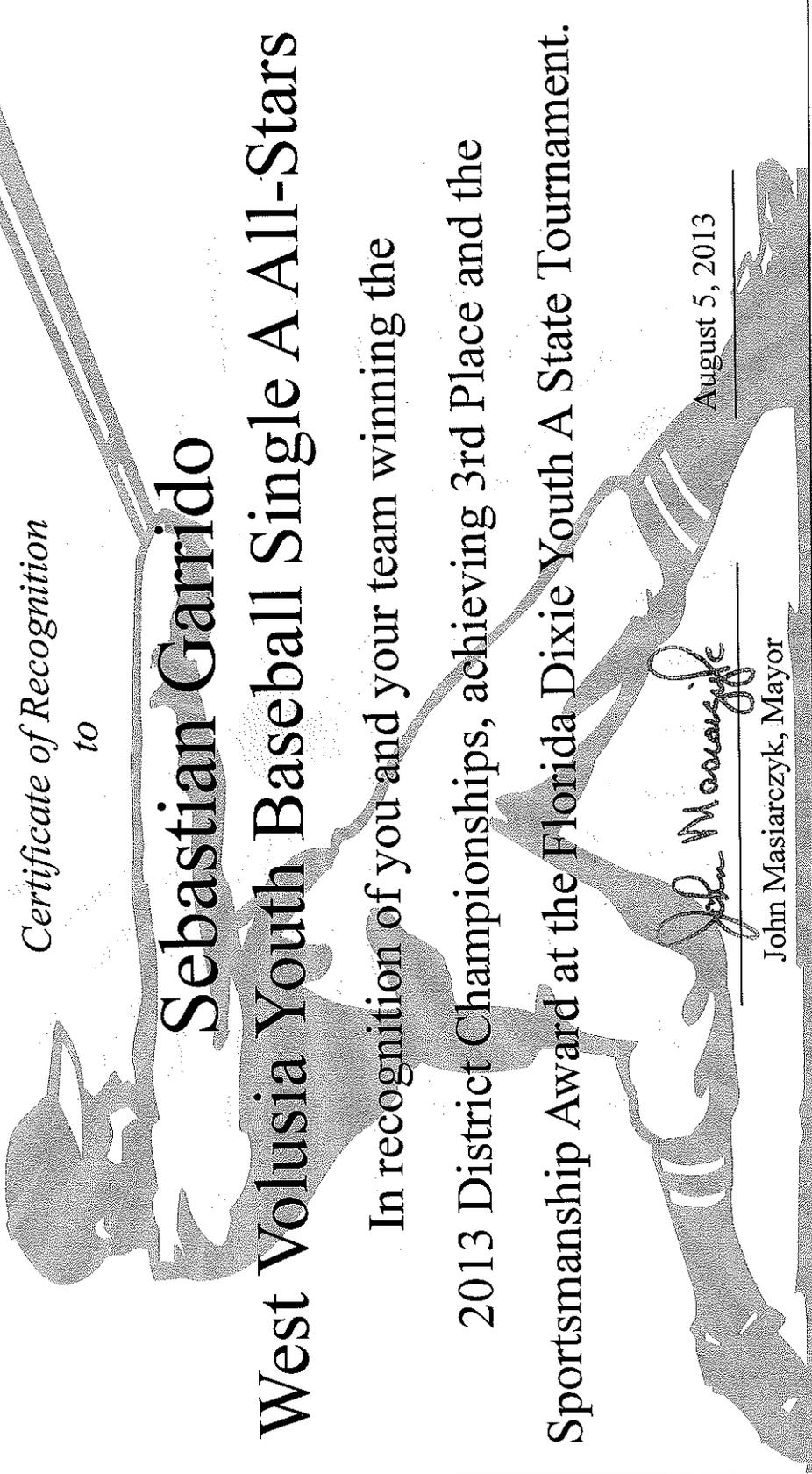
Sebastian Garrido West Volusia Youth Baseball Single A All-Stars

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Sportsmanship Award at the Florida Dixie Youth A State Tournament.

John Masiarczyk

John Masiarczyk, Mayor

August 5, 2013



City of Deltona



Certificate of Recognition
to

Menfis Colon

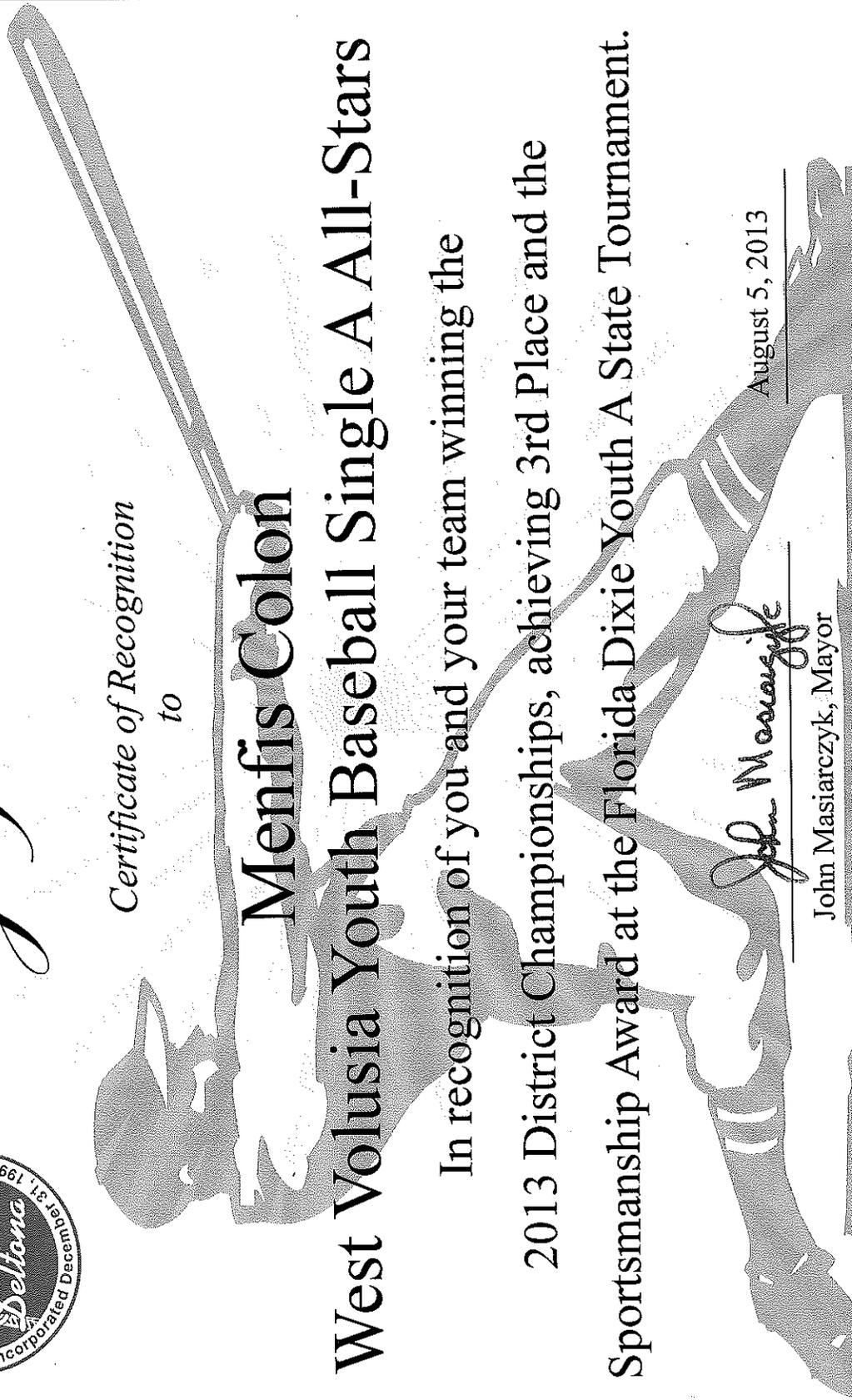
West Volusia Youth Baseball Single A All-Stars

In recognition of you and your team winning the
2013 District Championships, achieving 3rd Place and the
Sportsmanship Award at the Florida Dixie Youth A State Tournament.



John Masiarczyk, Mayor

August 5, 2013





City of Deltona

Certificate of Recognition
to

Jovani Gonzalez

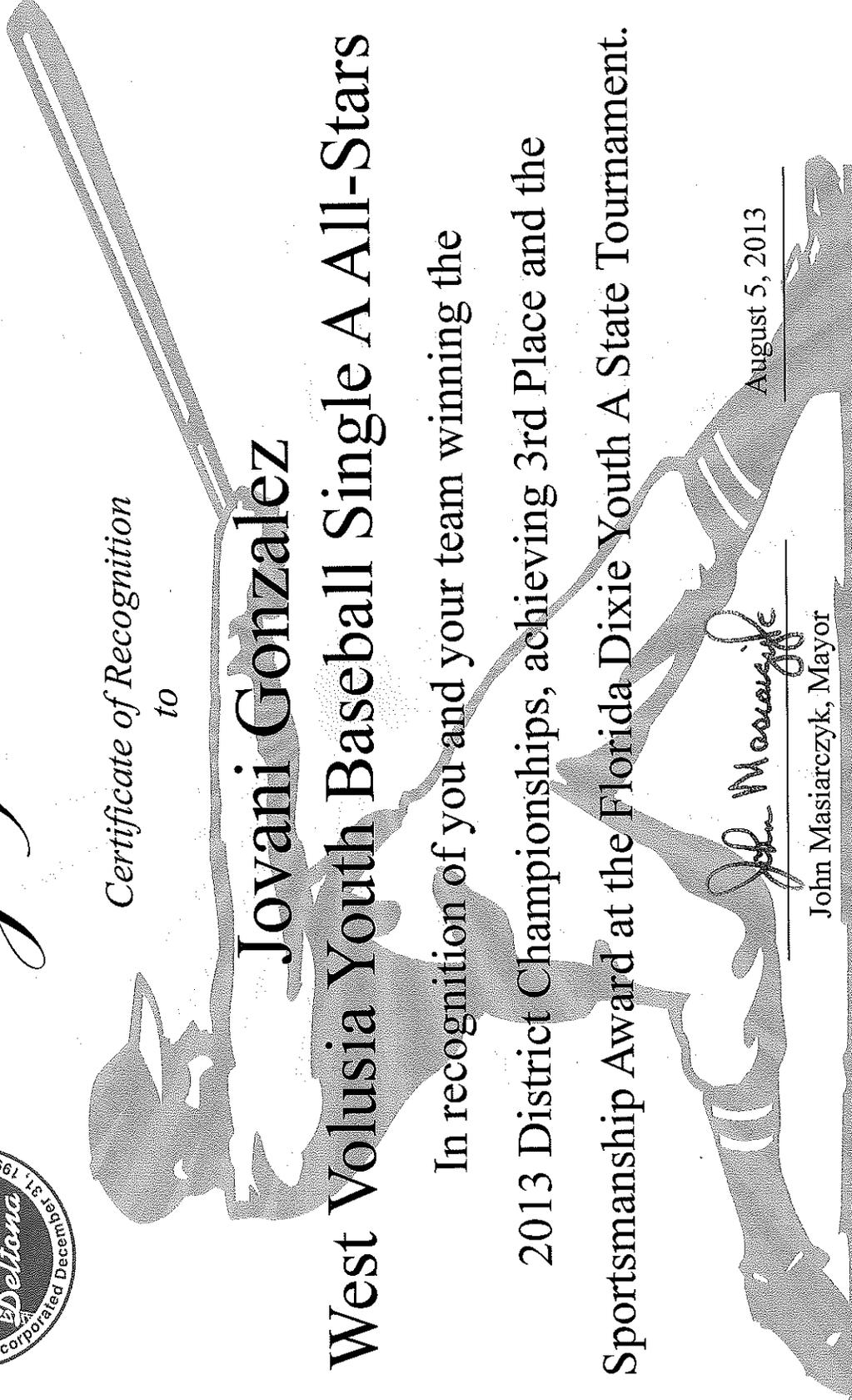
West Volusia Youth Baseball Single A All-Stars

In recognition of you and your team winning the
2013 District Championships, achieving 3rd Place and the
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John Masiarczyk, Mayor

August 5, 2013



City of Deltona

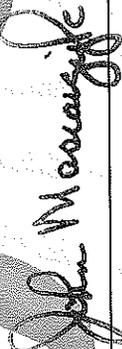


Certificate of Recognition
to

Garnier Abreu

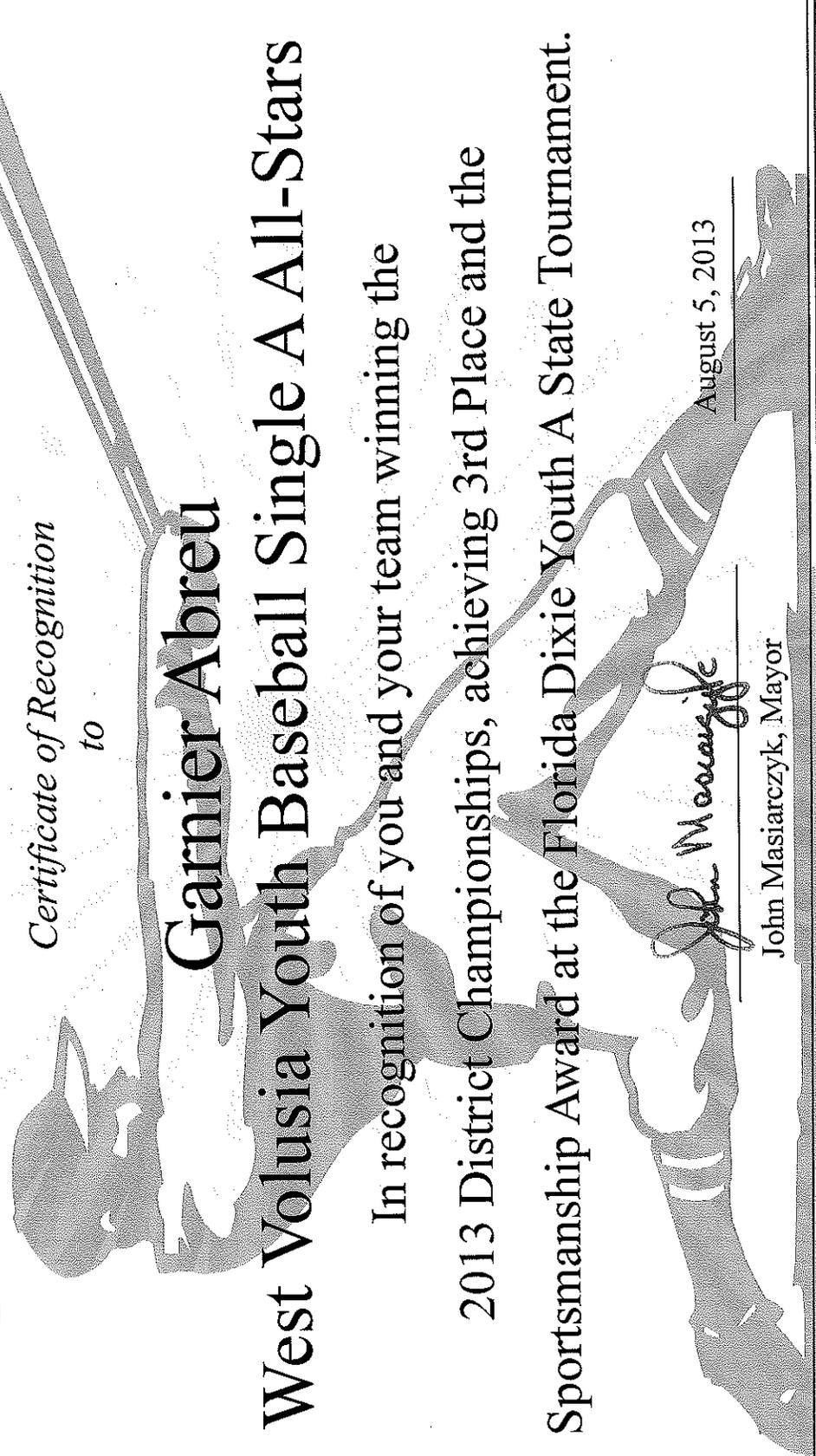
West Volusia Youth Baseball Single A All-Stars

In recognition of you and your team winning the
2013 District Championships, achieving 3rd Place and the
Sportsmanship Award at the Florida Dixie Youth A State Tournament.



John Masiarczyk, Mayor

August 5, 2013



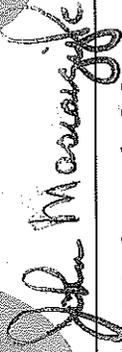


City of Deltona

Certificate of Recognition
to

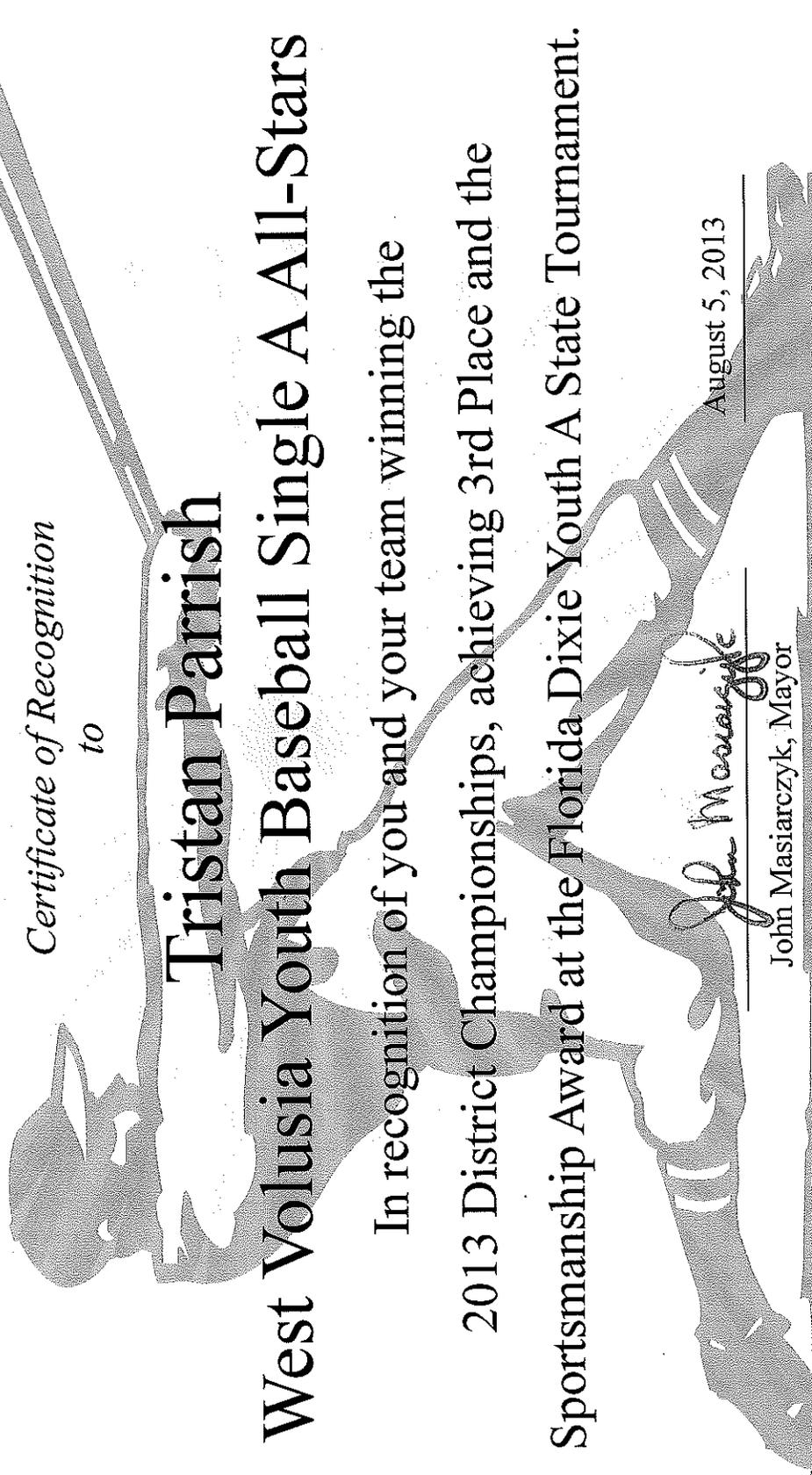
Tristan Parrish West Volusia Youth Baseball Single A All-Stars

In recognition of you and your team winning the
2013 District Championships, achieving 3rd Place and the
Sportsmanship Award at the Florida Dixie Youth A State Tournament.



John Masiarczyk, Mayor

August 5, 2013





AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/5/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 5 - B
SUBJECT: Presentation by Captain Brannon - Disabled Parking Permit Rules (Requested by Mayor Masiarczyk).

| | |
|---|--|
| LOCATION: | N/A |
| BACKGROUND: | At the Regular City Commission Meeting on Monday, July 15, 2013 Mayor Masiarczyk requested that Captain Brannon make a presentation regarding disabled parking permit rules. |
| ORIGINATING DEPARTMENT: | Deputy City Manager |
| SOURCE OF FUNDS: | N/A |
| COST: | N/A |
| REVIEWED BY: | Captain Brannon |
| STAFF RECOMMENDATION PRESENTED BY: | N/A - Presentation Only. |
| POTENTIAL MOTION: | N/A - Presentation Only. |
| AGENDA ITEM APPROVED BY: | <hr/> William D. Denny, Acting City Manager |
| ATTACHMENTS: | <ul style="list-style-type: none">• Disabled Parking Presentation |



OBTAINING A PERMIT

OBTAINING A PERMIT

Florida State Statutes

320.0848 Persons who have disabilities; issuance of disabled parking permits; temporary permits; permits for certain providers of transportation services to persons who have disabilities

OBTAINING A PERMIT

Requirements of Florida Law

In order to obtain a permit, a person must be certified as:

- Legally blind
- Unable to walk 200 feet without stopping to rest
- Unable to walk without assistance of brace, cane, crutch, prosthetic, or other assistive device
- Uses a wheelchair permanently
- Uses portable oxygen
- Has a Cardiac condition (AHA Class III or IV)
- Having severe limited ability to walk due to arthritic, neurological, or orthopedic condition

OBTAINING A PERMIT

Requirements of Florida Law

Certification must be made by:

- Physician
- Podiatrist
- Optometrist
- Nurse Practitioner
- Physician's Assistant

NUMBER OF ISSUED PERMITS - FLORIDA

2012

| | |
|--------------------------------|----------------------------------|
| 1,352,044 | 27,835 |
| Long-term Valid for 4 years | Temporary Valid for <6 months |

Source: Florida DHSMV

NUMBER OF ISSUED PERMITS - DELTONA

For 2012 Using ZIP Codes 32725 and 32738

| | |
|-------------------------------|---------------|
| Disabled Veteran | 290 |
| Disabled Veteran Motorcycle | 20 |
| Disabled Veteran Wheelchair | 66 |
| Motorcycle Wheelchair | 93 |
| Paralyzed Veterans of America | 2 |
| Primary Parking Permit | 10,160 |
| Temporary Parking Permit | 136 |
| Wheelchair Suffix | 1,031 |
| TOTAL | 11,798 |

PARKING SPACE REQUIREMENTS

NUMBER OF REQUIRED SPACES

The number of accessible parking spaces must comply with the requirements of the ADAAG – Americans with Disabilities Act Accessibility Guidelines

NUMBER OF REQUIRED SPACES

| Total Parking Spaces | Required Disabled Spaces |
|----------------------|-----------------------------------|
| 1 to 25 | 1 |
| 26 to 50 | 2 |
| 51 to 75 | 3 |
| 76 to 100 | 4 |
| 101 to 150 | 5 |
| 151 to 200 | 6 |
| 201 to 300 | 7 |
| 301 to 400 | 8 |
| 401 to 500 | 9 |
| 501 to 1,000 | 2% of total |
| 1,001 or More | 20 plus 1 for each 100 over 1,000 |

SPACE REQUIREMENTS

Florida Statute **553.5041** states:

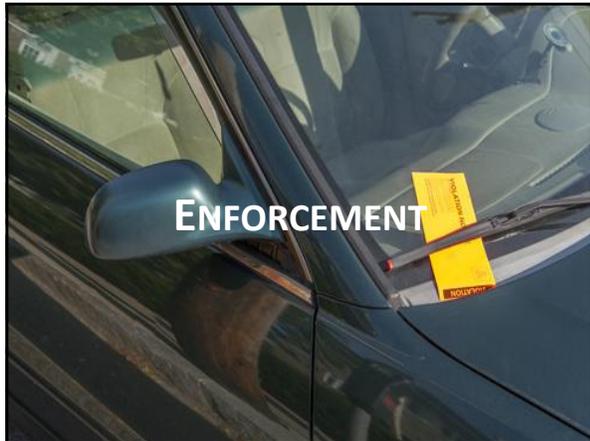
- Each space must be 12 feet in width
- Each access aisle must be 5 feet in width
- Outlined in blue paint, and repainted when needed
- Near entrance if multiple entrances/stores

SIGNAGE REQUIREMENTS

Must have permanent sign

- Posted at least 60 inches above grade
- With international symbol
- Stating "Parking By Disabled Permit Only"
- Indicate violation fine amount





THE LAW

Florida Statute 316.1955(1):

- It is unlawful to stop, stand, or park a vehicle within, or to obstruct, any such specially designated and marked parking space unless the vehicle displays a disabled parking permit or license plate
- Vehicle must be immediately removed by the operator, property owner, or enforcement officer if in violation, at the vehicle owner's expense

THE LAW

Obstructing the path of travel to an accessible parking space, curb cut, or access aisle by standing or parking a vehicle within the designated area is unlawful.

Subject to the same penalties as are imposed for illegally parking in a disabled parking space

THE LAW

Citations cannot be dismissed if the space is clearly distinguishable as designated for disabled parking

BUT...only a warning may be issued for unlawfully parking in a space if there is no above-grade sign

THE LAW

- Officers can demand to see the disabled parking permit **AND** driver's license or ID card when investigating possible violations
- Using a Disabled Parking Permit and space when the disabled person is not present could result in arrest (**F.S. 320.0848(7)**)

WHAT WE LOOK FOR

Placard



WHAT WE LOOK FOR

Plate



WHAT WE LOOK FOR

Signage



WHAT WE LOOK FOR

Space



CITATIONS ISSUED

From 2007 through 2012

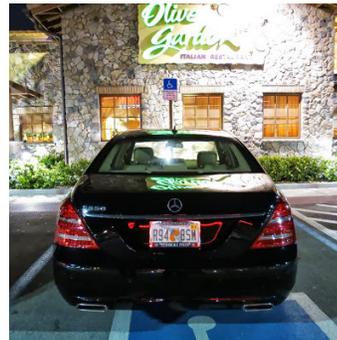
15,272

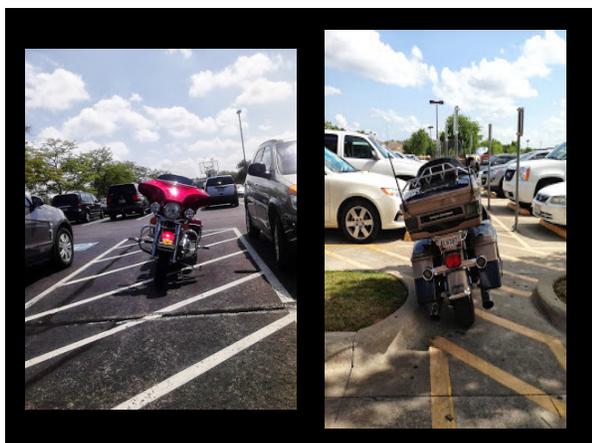
citations have been issued statewide for violation of 316.1955 (1) Handicap parking, and (2) Handicap parking, obstructing access to parking space

Source: Florida DHSMV

CHALLENGES

PUBLIC APATHY





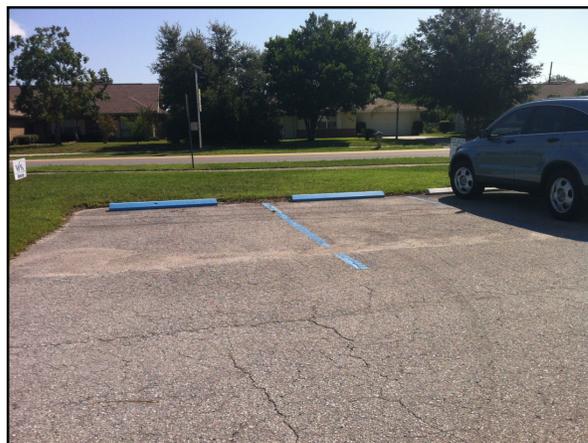
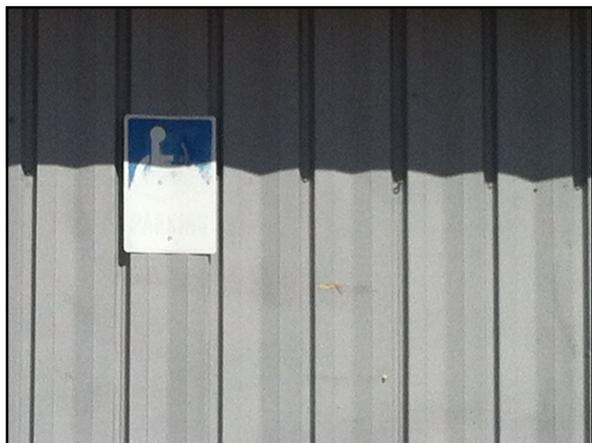
AVAILABILITY OF SPACES

| | |
|------------------------------------|----|
| Deltona Plaza | 27 |
| Walmart | 24 |
| Lowe's | 12 |
| Winn Dixie (Howland & Catalina) | 9 |
| Travelodge | 8 |
| Saxon Medical Park | 8 |
| Publix (Saxon & Finland) | 8 |
| Publix (Howland & Elkcam) | 7 |
| Publix (Ft. Smith & Courtland) | 6 |
| Winn Dixie (Providence & Normandy) | 5 |
| Publix (Providence & Doyle) | 4 |
| Post Office (Deltona Blvd) | 2 |
| Post Office (Howland Blvd) | 2 |
| Ponce de Leon Plaza | 1 |

IMPROPER LINES, SIGNAGE & SYMBOLS









SOLUTIONS

PRO-ACTIVE EFFORT

- Draft a handout about requirements and remedies
- Visit various locations to determine if requirements are being met
- Take photos of possible violations in advance including date, time, location
- Meet property owner/landlord in person and personally ask for improvements; follow-up
- Draft a 30-day form letter to send to the property owner/landlord (keep a copy)
- Contact Code Enforcement if spaces remain out of compliance
- Ask property owner to increase number of spaces in large commercial centers



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/5/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 5 - C
SUBJECT: Presentation - Quarterly Board Reports of City Advisory Boards and Committees.

| | |
|---|--|
| LOCATION: | N/A |
| BACKGROUND: | Quarterly Board Reports of City Advisory Boards: <ul style="list-style-type: none">• Economic Development Advisory Board - Board Chairman Joseph Cerrato• Planning and Zoning Board - Written Report Only |
| ORIGINATING DEPARTMENT: | City Clerk's Office |
| SOURCE OF FUNDS: | N/A |
| COST: | N/A |
| REVIEWED BY: | City Clerk |
| STAFF RECOMMENDATION PRESENTED BY: | N/A Presentation Only. |
| POTENTIAL MOTION: | N/A Presentation Only. |
| AGENDA ITEM APPROVED BY: | <hr/> William D. Denny, Acting City Manager |
| ATTACHMENTS: | <ul style="list-style-type: none">• Quarterly Report for DEDAB• Quarterly Report for Planning and Zoning Board |



DELTONA ECONOMIC DEVELOPMENT ADVISORY BOARD

Q2 2013

Quarterly Report to Deltona City Commission

August 5, 2013

by: Joe Cerrato, DEDAB Chairperson

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Educational Campus & Medical Complex Sub-Committee

and

Micro-Incubator and Lakeshore Eco-Economic Research Sub-Committee



DELTONA ECONOMIC DEVELOPMENT ADVISORY BOARD

Educational Campus & Medical Complex Sub-Committee

Quarterly Report to DEDAB, Q2 2013

ASSIGNMENTS / TASKS

This DEDAB Sub-Committee was created on August 15, 2011, and assigned the task of performing the advisory role for (1) an Educational Campus and (2) a Medical Complex in Deltona. The Sub-Committee will continue its Commission-assigned task, and will report quarterly on progress made.

GENERAL REPORT

This Sub-Committee meets on the second Friday of each month, in the Second Floor Conference Room at Deltona City Hall. The meetings start at 10:00 A.M. and are scheduled to last one hour. Meetings are open to the public and public participation is encouraged.

This Sub-Committee has been actively recruiting membership due to the recent loss of members.

EDUCATIONAL CAMPUS & MEDICAL COMPLEX

The Educational Campus and Medical Complex Sub-Committee is currently conducting two projects, as follows:

1. **Educational Campus:**
In conjunction with the Medical Facilities Project, determine the most promising way to attract medical and other training facilities and opportunities (medical office administration, nursing assistant, nursing, etc.) to the City of Deltona.
 Efforts are focused on the 'East to West Expansion' of Bethune-Cookman University and Halifax Health, and the expansion of current facilities by Florida Hospital and Daytona State College. It is worth noting that the "ribbon cutting and welcoming ceremony" for Bethune-Cookman University will be held on that University's new Deltona campus on August 19th at 3:30 PM.
2. **Medical Complex:**
Review of the most practical way to attract more medical practitioners to the City of Deltona. This includes determining the best solicitation source (universities, teaching hospitals, etc.) and the best use of incentives.



DELTONA ECONOMIC DEVELOPMENT ADVISORY BOARD

- In June, John Guthrie of Halifax Health was the guest speaker to this Subcommittee. He spoke about Halifax Health's plans for Deltona and Halifax Health's wish to work cooperatively with the citizens of Deltona in determining the medical needs of the City.
- Representatives of Bethune-Cookman University will be the guest speakers at the July 12th meeting.
- Ed Noseworthy, President and CEO of Florida Hospital, Fish Memorial, is to be the speaker for the month of August.



DELTONA ECONOMIC DEVELOPMENT ADVISORY BOARD

Micro-Incubator and Lakeshore Eco-Economic Research Sub-Committee

Quarterly Report to DEDAB, Q2 2013

ASSIGNMENTS / TASKS

This DEDAB Sub-Committee was created on August 15, 2011, and assigned the task of performing the advisory role for (1) The development of a Micro-Incubator for the City of Deltona and (2) The development an Eco-Tourism based economy in the south side of the City of Deltona, incorporating City, County, and Community partners/stakeholders. The Sub-Committee will continue its Commission-assigned task, and will report quarterly on progress made.

GENERAL REPORT

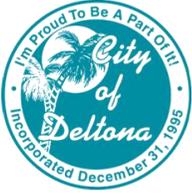
This Sub-Committee meets on the second Friday of each month, in the Second Floor Conference Room at Deltona City Hall. The meetings start at 3:30 P.M. and are scheduled to last one hour. Meetings are open to the public and public participation is encouraged.

MICRO-INCUBATOR AND LAKESHORE ECO-ECONOMIC RESEARCH

The Micro-Incubator and Lakeshore Eco-Economic Research Sub-Committee is currently conducting two projects, as follows:

1. **Micro-incubator:**
Review the most practical way to develop an accelerator-style incubator for the City of Deltona and assist small in-home businesses to relocate outside of a residential area and expand in services and employees. Research has determined (A) a location with an owner willing to redevelop the site into a micro-incubator based facility and (B) an IHL (Institution of Higher Learning) willing to become the educational partner for business classes for the micro-incubator tenants. This IHL is Daytona State College.

This Sub-committee made a presentation and recommendation to the Commission during a Commission Workshop in Q2-2013 to initiate the Micro-Incubator, which would entail the cost of \$11,001.60 for three years. Initiation of this project would have started the movement of home occupied businesses into a formal business setting, assisted in the creation of new jobs within the City, and gained positive publicity for Deltona as being the first City within the region to take a step toward a City-based incubator. The Commission did not initiate the primary advisory board's



DELTONA ECONOMIC DEVELOPMENT ADVISORY BOARD

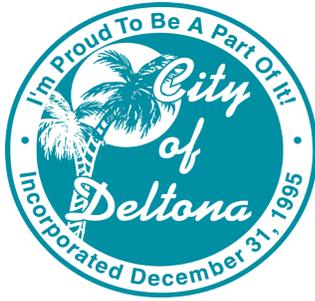
recommendations, but did assign the project to City staff to research and report by the end July.

2. **Lakeshore Eco-Economic:**

Identify and approach, meet and obtain ideas from each area stakeholder and utilize these ideas toward the proposal for an ecological (and historical), low impact economic initiative. Meetings and/or discussions have taken place between City staff and Duke Energy, Enterprise Preservation Society members, the Audubon Society, local businesses, and other local and non-local stakeholders.

This Sub-committee made a presentation and recommendation to the Commission during a Commission Workshop in Q2-2013. The Commission accepted the advisory board's recommendations and assigned this project to City staff.

3. The Commission also agreed to reassign the Commerce Park project to this Sub-committee.



City of Deltona

SECOND QUARTER 2013 PLANNING AND ZONING BOARD REPORT

MEETING DATES:

Planning and Zoning Board (Board) meetings were held on April 24, May 15, and June 19, 2013.

ITEMS HEARD AT THE PLANNING AND ZONING MEETINGS:

| | |
|---------------------------------------|---|
| COMPREHENSIVE PLAN AMENDMENTS | 0 |
| REZONINGS/ORDINANCES/FINAL SITE PLANS | 4 |
| VARIANCES | 1 |
| ORIENTATION | 1 |
| DISCUSSIONS | 1 |

REZONINGS/ORDINANCES/FINAL SITE PLANS:

A. Ordinance No. 10-2013, an amendment to the Bella Vista Business Planned Unit Development Agreement (BPUD).

The Board received a request to consider an amendment to the previously approved Bella Vista Business Planned Unit Development (BPUD) zoning amendment approved by the City in 2008. The amendment was proposed for the Development Agreement of the BPUD to reposition the ±12.4 acre site to allow for a more flexible development program and added greater definition as to the types of development that can be permitted or prohibited on-site. The Board unanimously recommended that the City Commission approve Ordinance No. 10-2013.

B. RZ13-001, IPUD Rezoning for 301 11th Avenue (Ordinance No. 09-2013).

The City of Deltona submitted a rezoning application (RZ13-001) to assign a City zoning designation on City property for the development of a water reclamation facility. The Eastern Water Reclamation Facility represents a major capital project undertaken by the City and is considered an essential public utility for the betterment of the public health, safety, and welfare of the community. The Board unanimously recommended that the City Commission approve Ordinance No. 09-2013.

City of Deltona, Florida
 P&Z 1st Quarter 2013 Report
 April 18, 2013
 Page 2 of 3

C. Ordinance No. 04-2013, amending the Code of Ordinances of the City of Deltona by revising Chapter 86, Concurrency Management to reflect how the City manages concurrency and to be consistent with changes to Section 163.3180, F.S.

The Board discussed the need for amending the City's Code of Ordinances to be current and consistent with State law concerning concurrency management. Specifically, the revisions to Chapter 86, Concurrency Management, to reflect how the City manages concurrency to be consistent with the changes to Section 163.3180, of the Florida Statutes. The Board unanimously recommended that the City Commission approve Ordinance No. 04-2013.

D. Land Development Code Amendments – Phase II-A (Ordinance No. 06-2013).

The Board reviewed amendments to the Land Development Code, as the first bundle of amendments coming before the Board, following document reorganization. The amendments included amending the Code of Ordinances, Subpart B, Land Development Code, by adding, revising and deleting certain provisions of Chapter 70 Section 30, "Definitions"; Chapter 74, "Administration"; Chapter 96, "Improvements"; and Chapter 110, "Zoning"; with staff's additional recommended language, as follows: "Subject to DRC administrative review and final action to ensure compliance with City and Fire codes". The Board unanimously recommended that the City Commission approve Ordinance No. 06-2013.

E. Variance Application for 1686 Hanover Avenue (VR13-002).

The City received an application for a residential home located at 1686 Hanover Avenue to allow a six-foot high privacy fence along a street side yard. The applicant claimed hardship, citing the needs of a disabled child and the need to be screened within a larger secured area (rear yard). The house is also oriented on an oblique to the lot and caused a dimensional constraint. The Board recommended that the City Commission approve the variance application (VR13-002) for the site located at 1686 Hanover Avenue.

F. Orientation

The City Attorney provided an orientation for the Board and reviewed key points in the Board's By-Laws, the City's Code of Ordinances, and Florida's Sunshine Law. He stated that the Legal Department may update the By-Laws and Code of Ordinances to ensure consistency, as needed, and stressed the importance of communication. Board members should not discuss anything that could potentially come before them as a Board.

DISCUSSIONS/ORIENTATION:

A. By the Board.

The Board inquired about the attendance policy of members. Staff researched and determined that that no member was in violation at that time. Member Heather Mulder

City of Deltona, Florida
P&Z 1st Quarter 2013 Report
April 18, 2013
Page 3 of 3

resigned and her position was advertised. Member Tom Burbank was appointed by the City Commission. Member Michael Kiepert resigned to become a member of the Charter Review Committee. His position is being advertised.

B. By the City Attorney:

None.

C. By Planning and Development Services Staff:

None.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/5/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - A
SUBJECT: Request for approval to use Life Extension Clinics, Inc. for Firefighters Physical and Medical Exams.

| | |
|---|---|
| LOCATION: | N/A |
| BACKGROUND: | The City is required, in accordance with the Collective Bargaining unit and recommended by the National Fire Protection Agency, to provide annual physical and medical examinations for Certified Firefighter personnel. The cost is \$496.41 per firefighter and there are 72 firefighters. The total cost is \$33,725.52. Medical/physical examinations are exempt from bidding requirements. |
| ORIGINATING DEPARTMENT: | Fire Administration |
| SOURCE OF FUNDS: | General Fund |
| COST: | \$34,000 |
| REVIEWED BY: | Fire Chief, Acting City Manager |
| STAFF RECOMMENDATION PRESENTED BY: | Robert Staples, Fire Chief - Staff recommends using Life Extension Clinics, Inc. to provide firefighter physical and medical examinations for 72 firefighters at a total cost of \$33,725.52. |
| POTENTIAL MOTION: | "I move to approve using Life Extension Clinics, Inc. to provide firefighter physical and medical examinations for 72 firefighters at a total cost of \$33,725.52." |
| AGENDA ITEM APPROVED BY: | <hr style="width: 20%; margin: 0 auto;"/> William D. Denny, Acting City Manager |
| ATTACHMENTS: | <ul style="list-style-type: none"> • PROPOSAL |

Life Scan Wellness Centers**Quote: 2013**

Life Scan Wellness Centers
1011 N. Macdill Avenue
Tampa, FL 33607
(813) 876-0625

Customer Information

Customer: Deltona Fire Date: 6/12/2013
Address:
City State Zip:
Phone Number:

Comments or Special Instructions:

Attn: Accounts Payable

| | | | | | |
|--|-------------------------|-----------------------|--|--|----------------|
| | | | | | TERMS |
| | | | | | Due on receipt |
| | Date of Service: | 9/17-9/27/2013 | | | |

| QUANTITY | DESCRIPTION | | UNIT PRICE | AMOUNT |
|----------|-------------|------------------------|------------|----------|
| 1 | | Wellness Exams | \$370.00 | \$370.00 |
| 0 | | X-rays Chest | \$62.00 | \$0.00 |
| 0 | | X-rays Lumbar | \$62.00 | \$0.00 |
| 0 | | Hepatitis B Titer | \$25.00 | \$0.00 |
| 0 | | Hepatitis B Vaccine | \$48.67 | \$0.00 |
| 0 | | Hepatitis A Vaccine | \$48.67 | \$0.00 |
| 0 | | Hep A Antibody Test | \$20.80 | \$0.00 |
| 0 | | Hep B Antibody Test | \$25.00 | \$0.00 |
| 1 | | Hep C Antibody Test | \$50.00 | \$50.00 |
| 1 | | HIV Test | \$15.26 | \$15.26 |
| 1 | | TB Test | \$5.15 | \$5.15 |
| 1 | | Drug Screen | \$28.00 | \$28.00 |
| 0 | | Drug MRO/ Confirmation | \$100.00 | \$0.00 |
| 0 | | Mask Fit | \$28.00 | \$0.00 |

| | |
|---------------------|-----------------|
| SUBTOTAL | \$468.41 |
| TAX RATE | |
| SALES TAX | - |
| SHIPPING & HANDLING | - |
| TOTAL | \$468.41 |

$$\$468.41 \times 72 = \$33,725.52$$

APPROVED FOR PAYMENT: _____

If you have any questions or concerns, please contact Patricia Johnson, President



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/5/2013

FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - B

SUBJECT: Request for approval to piggyback Volusia County Contract #13-B-98KW with Cypress Supply, Inc., 835 Glem Inc. and Dade Paper Company for Janitorial Supplies.

LOCATION:

Citywide

BACKGROUND:

The City was previously piggybacking Volusia County's Contract with DSDS for janitorial supplies. That contract has now expired and the County went out to bid and awarded a contract to Cypress Supply, Inc., 835 Glem Inc. and Dade Paper Company for janitorial supplies. The pricing is much lower than what we were previously paying. Item is budgeted for in Fiscal Year 2012-2013.

ORIGINATING DEPARTMENT:

Parks Recreation

SOURCE OF FUNDS:

General Fund

COST:

Approximately \$40,000 annually

REVIEWED BY:

Parks and Recreation Director, Acting City Manager

STAFF RECOMMENDATION PRESENTED BY:

Parks and Recreation Director Steve Moore - Staff recommends piggybacking Volusia County Contract #13B-98KW with Cypress Supply, Inc., 835 Glem Inc. and Dade Paper Company for janitorial supplies as needed for a period of three years with the option to renew for two additional one year periods upon mutual agreement of both parties.

POTENTIAL MOTION:

"I move to approve piggybacking Volusia County Contract #13B-98KW with Cypress Supply, Inc., 835 Glem Inc. and Dade Paper Company for janitorial supplies as needed for a

period of three years with the option to renew for two additional one year periods upon mutual agreement of both parties up to the Commission appropriated amount for each fiscal year."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Volusia County Bid
- Volusia County Recommendation of Award

| | | | | | |
|---|---------|--|--|---|--|
| SUBMIT TO: COUNTY OF VOLUSIA PURCHASING & CONTRACTS 123 W. INDIANA AVE., RM. 302 DELAND, FL 32720-4608 | |  | | <h1 style="text-align: center;">INVITATION TO BID</h1> | |
| CONTACT PERSON: Kathy Williams..... 386-626-6625 | | AN EQUAL OPPORTUNITY EMPLOYER | | | |
| DELAND: 386-736-5935 DAYTONA BEACH: 386-257-6000 NEW SMYRNA BEACH: 386-423-3300 | | www.volusia.org/purchasing | | | |
| TITLE: <h2 style="text-align: center;">Janitorial Supplies</h2> | | NUMBER: <h2 style="text-align: center;">13-B-98KW</h2> | | SUBMITTAL DEADLINE: <h2 style="text-align: center;">Wednesday, May 22, 2013 at 3:00 p.m., EST</h2> | |
| DO <u>NOT</u> RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.3, <i>DELIVERY OF BIDS</i> | | | | | |
| PRE BID DATE, TIME AND LOCATION: Wednesday, May 1, 2013 ~10:00 a.m. ~ Purchasing Conference Room 123 W. Indiana Avenue, DeLand, FL 32720 ~ Room 300 | | | | SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL <u>NOT</u> BE CONSIDERED | |
| FIRM'S NAME: | | The vendor acknowledges that information provided in this Bid is true and correct. ✕ _____ Authorized Signature _____ Typed Name _____ Title Date | | | |
| MAILING ADDRESS: | | | | | |
| CITY – STATE – ZIP: | | | | | |
| E-MAIL ADDRESS: | | | | | |
| TELEPHONE NO: | FAX NO: | | | | |
| FEDERAL ID NO. OR SOCIAL SECURITY NO. | | | | | |
| THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE GENERAL CONDITIONS AND INSTRUCTIONS * * * * PLEASE READ CAREFULLY * * * * | | | | | |
| Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the Volusia County Purchasing and Contracts Division shall contact the County's ADA Coordinator at 386-248-1760, at least two (2) business days prior to the scheduled opening or meeting. | | | | | |
| 1. SUBMISSION OF OFFERS: All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Volusia County Purchasing and Contracts Division Office prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Purchasing and Contracts Division Office after the specified date and time will not be considered. Responses shall be submitted on forms provided by the County. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of ninety (90) days unless otherwise specified. | | 6. INTERPRETATION/ADDENDA: Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors. No interpretation shall be considered binding unless provided in writing by the County of Volusia Purchasing and Contracts Division in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered. | | | |
| 2. EXECUTION OF OFFER: Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed. | | 7. INCURRED EXPENSES: This invitation does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement. | | | |
| 3. OPENING: Opening shall be public in the Volusia County Purchasing and Contracts Division immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.07(3) (0) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier. | | 8. DISADVANTAGED BUSINESSES: The County of Volusia, Florida, has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. Further, the County of Volusia will monitor the DBE program with respect to the goals as established by County Council. | | | |
| 4. PUBLIC RECORD: The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes. | | 9. LOCAL BUSINESSES: The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal. | | | |
| 5. CLARIFICATION/CORRECTION OF ENTRY: The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. | | A. General Conditions Local Businesses: A prime contractor or subcontractor duly licensed and authorized to engage in the particular business in Brevard, Flagler, Lake, Orange, Osceola, Seminole or Volusia County, Florida, and holds a valid local business tax receipt for that place of business for a minimum six (6) months prior to the date of submittal of the Bid or quote to the County. | | | |

CONTINUED ON NEXT PAGE

- 10. PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
- 11. ADDITIONAL TERMS & CONDITIONS:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
- 12. TAXES:** The County of Volusia is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8012622393C-9.
- 13. DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
- 14. MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
- 15. BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.
- Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.
- If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the offeror. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the County would be binding itself to purchase by making an award.
- 16. SAMPLES:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
- 17. SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
- 18. GOVERNING LAWS:** Any Agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the County of Volusia, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.
- 19. ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the County Director of Purchasing and Contracts.
- 20. CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."
- 21. LIABILITY:** The supplier/provider shall hold and save the County of Volusia, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.
- 22. PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.
- 23. TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this invitation.
- 24. ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.
- 25. SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
- 26. WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the invitation/offer.
- 27. AWARD:** As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable ordinances of the County of Volusia, Florida.
- 28. VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/Bidder being removed from the County Bid list and the offeror/Bidder being disqualified from doing business with the County for a period of time to be determined on a case-by-case basis.
- 29.** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
- 30. DEFINITIONS:**
COUNTY – The term "County" herein refers to the County of Volusia, Florida, and its duly authorized representatives and any jurisdiction within Volusia County.
OFFEROR – The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the County in response to this invitation.
BIDDER – The term "Bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.
USING AGENCY – The term "using agency" used herein refers to any department, division, agency, commission, board, committee, authority, or another unit in the County government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Volusia, Florida.
HEAVY DUTY - The item(s) to which the term "Heavy Duty" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

**THE COUNTY OF VOLUSIA RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS,
 TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER
 AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY**

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The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish
Janitorial Supplies for the County of Volusia, Florida.

1.0 SCOPE OF WORK

1.1 Purpose and Overview

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Janitorial Supplies** for the County of Volusia, Florida. Janitorial Supplies are required by numerous departments and divisions throughout Volusia County, including, but not limited to, the Ocean Center, Volusia County Correctional Facilities, parks, Votran and other County facilities.

1.2 Janitorial Supplies

- A. Janitorial Supplies shall include, but not be limited to, the following types of items:

| | |
|-------------------------------------|----------------------|
| Cleaning chemicals | Paper products |
| Plastic trash can liners | Cleaning accessories |
| Non-mechanical janitorial equipment | |

- B. “Green” Products. Vendors shall submit a list of all certified green products available in their product selections and/or catalogs. Vendors shall list a proposed fixed discount on the green products off the manufacturers’ list price. It will be the choice of each department/division to order said products.

1.3 Pricing

- A. Vendors shall complete Attachment A which will be used as a basis for evaluation of prices. As stated elsewhere in this document, prices shall not be the only criterion evaluated for the determination of this award. Bidder shall complete this list with appropriate offered pricing. **In order to be considered, Bidders shall quote all 55 items.** There shall be no deviation from this sheet.
- B. Pricing for items listed on Attachment A shall remain consistent during the term of the Agreement that results from this ITB, unless a price re-determination is granted in accordance with Section 2.28.
- C. All discounts shall be applied to the vendor’s list/catalog prices. All Discounts shall remain fixed for the term of this Agreement.
- D. Vendors shall submit current price lists or catalogs with their bid submittal. Catalogs and list price updates shall be submitted to the Volusia County Purchasing Division on an annual basis or as available. Electronic format of list prices or catalogs is preferred.

1.4 Delivery/Availability

- A. Janitorial related materials/supplies may be requested to be delivered to any area of the County, but may also be picked up by a County employee with a valid County of Volusia identification badge. There shall be no minimum order, either in quantity or cost, pertaining to this Agreement.
- B. Delivery shall be next day on all in stock basic items. If an order is placed for an item that is out of stock or there is a substitute to the item requested, this shall be communicated to the ordering party prior to delivery of the order. The ordering department/division must approve any substitutes. All prices shall be FOB destination, freight allowed anywhere within Volusia County. No additional delivery charges will be paid by the County.

1.5 Billing and Payment

- A. In order for payments to be processed in a timely manner, invoices shall be sent to the ordering department. It will be the Contractor's responsibility to obtain the name and signature of the County employee as well as the correct department and invoicing address for each order. Each County division shall have the option of requesting weekly or monthly invoicing, in addition to per-order invoicing.
- B. Bidders shall indicate if they offer on-line ordering. If on-line ordering is available, Bidders shall provide the following information:
 - 1. Does your firm have the capability of providing an on-line ordering system that will automatically provide the appropriate discounts to the County?
 - 2. Will your firm offer any incentive to the County for on-line ordering?
 - 3. Will your firm offer any incentive to the County for using a credit card as a payment vehicle?

1.6 Returns and Damages

Any items received damaged or not as ordered will need a return authorization within 24 hours of notification by the County to the Contractor. The County shall **not** pay restocking fees.

2.0 GENERAL TERMS & CONDITIONS

2.1 Bid Closing Date

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., EST, on Wednesday, May 22, 2013. Bids received after this time will not be considered.

2.2 Proposed Schedule

| | |
|------------------|---------------------------------------|
| 04/10/2013 | Invitation to Bid Available |
| 05/01/2013 | Pre-bid Conference |
| 05/08/2013 | Last Day to Receive Written Questions |
| 05/22/2013 | Bid Closing Date |
| TBD..... | Planned Award Date |

2.3 Delivery of Bids

DO NOT RESPOND TO THIS SOLICITATION ON LINE

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

Mark package(s) “**Bid #13-B-98KW, Janitorial Supplies**”

Note: Please ensure that if a third party carrier (Federal Express, UPS, USPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.

2.4 Pre-bid Conference

- A. A pre-bid conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 10:00 a.m., EST, Wednesday, May 1, 2013. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County’s ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County’s ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at <http://www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf>.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

2.5 Public Bid Opening

- A. Pursuant to Section 119.071, Florida Statutes, Bids or proposals (“responses”) and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to <http://vcservices.vcgov.org/bidlistnet1/> for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County’s making responses available for inspection, the County rejects all responses and concurrently provides notice of the County’s intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such section may apply.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County’s ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County’s ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at <http://www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf>.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

2.6 Bid Submittal Form

- A. See *Submittal Requirements* for complete details.
- B. Each Bidder shall submit three (3) complete sets of the Bid Submittal:
- **One (1)** hard copy marked “ORIGINAL”
 - **One (1)** hard copies marked “COPY”
- Note: It is not necessary to return every page of the original solicitation document with the hard copies of the Bid Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information.
- **One (1)** COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the Bid Submittal shall include all submittal requirements as detailed in Section 3.0.

If a document is not included on the CD or USB drive, it may not be considered as part of the Bid Submittal. CD or USB drives submitted in any format other than PDF may be considered as not meeting the submittal requirements and may, therefore, render the entire Bid Submittal “NON-RESPONSIVE”.

Note the solicitation number and name of company on the disk.

Do not send confidential information, proprietary information, or trade secrets.

- C. The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the Bidder to all Bid provisions.
- D. Terms and conditions differing from those in this Bid shall be cause for disqualification of the Bid Submittal.

2.7 Questions/Exceptions re: Bid #13-B-98KW

- A. It is incumbent upon each Bidder to carefully examine this solicitation’s specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named in 2.7, B, below, who shall be the official point of contact for this Bid. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders’ right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.
- B. Mark cover page or envelope(s) “Questions/Exceptions re: Bid #13-B-98KW, “Janitorial Supplies”

Submit questions to:

Kathy Williams, Procurement Analyst
 Telephone:.....386-626-6625
 Fax:386-736-5972
 E-mail:.....kwilliams@volusia.org

- C. If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County’s web site. It is each Bidder’s responsibility to check the Volusia County web site for any addenda at <http://vcservices.vcgov.org/bidlistnet1>. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing

and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive.

- D. Each addendum issued by the County shall become a material part of this solicitation. The resulting Agreement shall be the final decision on the subject of the addendum.

2.8 Award

The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest responsive and responsible Bid(s), as defined elsewhere in this solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

2.9 Local Bid Preference

Effective January 1, 2012, Volusia County has adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, in the following counties: Brevard, Flagler, Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Bid price or quote for that solicitation.

This Section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this Section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

This Bid is not funded by monies that prohibit this provision and local preference does apply.

2.10 Definition of Responsive and Responsible for this Bid

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this Bid. (Responsive)
- B. The greatest benefits to Volusia County as it pertains to: (Responsible)
 - 1. Pricing as detailed in Attachment A;
 - 2. Delivery, ability to meet next day delivery on in stock items;
 - 3. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference; and,
 - 4. All technical specifications associated with this Bid.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

2.11 Other Agencies

- A. All Bidders awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties.
- B. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

2.12 F.O.B. Point

The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

2.13 Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

2.14 Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without first providing County with a processing fee of Five Hundred Dollars (US \$500.00) and obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall, no less than one hundred-twenty (120) days prior to the assignment's proposed effective date, provide County with a written request for County's consent.

Failure by the Contractor to obtain the County's consent in accordance with this Section 2.14 prior to assignment or other conveyance shall: 1) constitute a material breach of the Agreement; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Agreement to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without amendment to the Agreement. The Contractor is hereby placed on notice that the County may demand a discount of up ten percent (10%) from those rates or compensation for the goods or services established in the Agreement as a condition to execution of the amendment.

2.15 Agreement

- A. The contents of this Bid, any subsequent addenda, and all provisions of the successful proposal deemed pertinent by the County shall be considered as contractual documents and shall become legally binding. A separate Agreement document, other than a Purchase Order or Master Agreement, will not be issued.
- B. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designee are authorized to make changes to any Agreement.

- C. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change, substitution, or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the Bidder should promptly contact the Purchasing and Contracts Office at 386-736-5935.

2.16 Disclosure of Bid Content

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

2.17 Bidder's Responsibility

The Bidder, by submitting a Bid, represents that:

- A. The Bidder has read and understands the Invitation to Bid in its entirety and that the Bid is made in accordance therewith;
- B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and
- D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

2.18 Payment Terms

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.

- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments.
- D. By submitting a Bid (offer) to the County of Volusia, Florida, the Bidder expressly agrees that, if awarded a Agreement, the County may withhold from any payment monies owed by the Bidder to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.19 Special Conditions

These County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Bidder's work activities.

2.20 Certificates

The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the State of Florida, such as but not limited to: Business Tax Receipts, Business Licenses, Florida Sales Tax Registration and/or Federal Employers Identification Number.

2.21 Minor Irregularities

The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

2.22 Licenses, Certificates, and Permits

- A. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;
- B. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

- C. Provide a Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org.

2.23 Insurance

- A. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of this Agreement the following types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County:

SCHEDULE

LIMITS

| | |
|--|--|
| Workers' Compensation | Florida Statutory Coverage |
| Employers Liability | \$100,000. Each Accident |
| (including Appropriate Federal Acts) | \$500,000. Disease Policy Limit |
| | \$100,000. Each Employee/Disease |
| Commercial General Liability | \$2,000,000. General Aggregate |
| Premises-Operations | \$2,000,000. Products/CompOps Aggregate |
| Products-Completed Operation..... | \$1,000,000. Personal/Advertising Injury |

(The County of Volusia shall be named as an additional insured under all of the above Commercial General Liability coverage.)

Auto Liability..... \$500,000. CSL
All autos-owned, hired or no-owned
(Symbol 1 Coverage)

1. Minimum underlying coverages shall include Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability. (Umbrella liability limit will not be required to be carried by subcontractors.)

(If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement).

2. Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. Evidence of such coverage should clearly demonstrate the underlying coverages/policies that are included.

3. Workers' Compensation Insurance. Per Section 2.23, A, Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under this Agreement or that is in any way connected with work or services performed under this Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount shown above per occurrence.
 - a. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under this Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

4. Commercial General Liability Insurance. Per Section 2.23, A, Commercial General Liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under this Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in this Agreement. The commercial general liability policy shall be endorsed to include the County as an additional insured. The commercial general liability policy shall provide exclusive coverage for the location or project site where the work or services are to be performed under this Agreement. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.

5. Motor Vehicle Liability. Per Section 2.23, A, the Contractor shall secure and maintain during the term of this Agreement, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with “Any Auto”, Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.
6. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

B. Insurance Requirements

1. General Insurance Requirements:

- a. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- b. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of this Agreement and for such longer periods of time as may be required under other clauses of this Agreement.
- c. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this Agreement. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all policies of insurance required under this Agreement (including Workers' Compensation, and general liability).
- d. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under this Agreement.
- e. Cancellation Notices. During the term of this Agreement, Contractor shall be responsible for promptly advising and providing the County's

Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under this Agreement within two (2) business days of receipt of such notice or change.

- f. For any on-site work performed by or on behalf of Contractor on County property, the County shall be named as an additional insured or additional named insured subject to review and determination by County's Risk Manager on all policies required under this Agreement except professional liability and workers compensation.
- g. Deductibles Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 2.7 Questions/Exceptions re: Bid #13-B-98KW to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County's Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

C. Proof of Insurance

1. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
2. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of this Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of the following types of insurance policies and any changes or amendments thereto, immediately, to the County and County's Risk Management and

Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. This Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of this Agreement proof of any insurance required hereunder is not provided to the County.

3. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of this Agreement until all required proof or evidence of insurance has been provided to the County. This Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
4. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of this Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate this Agreement but County has no obligation to renew any policies.

D. The provisions of this Section 2.23 shall survive the cancellation or termination of this Agreement.

2.24 Safety

The Bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Bidder in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Bidder shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Bidder, sub-contractor, or supplier's failure to comply with the regulations.

2.25 Governing Law and Venue

All legal proceedings brought in connection with this Agreement shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Agreement. In the event that a legal proceeding is brought for the enforcement of any term of the Agreement, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

2.26 Additional Terms

The attached Invitation to Bid cover page contains additional terms and conditions. These written specifications take precedence over terms and conditions on the Invitation to Bid Page.

2.27 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.28 Price Redeterminations

- A. The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of fuel and/or materials. Any price redetermination will be based solely upon changes as documented by the Producer Price Index (PPI) as published by the Bureau of Labor Statistics. The base index number for the PPI will be for the month the Bid opens. Any subsequent price redeterminations shall use the last price redetermination as the “base index number”.
- B. Fuel Price Redetermination may be requested if/when the price of fuel increases by a minimum of ten (10%) percent. If the Contractor petitions for such an increase, the Contractor shall also petition for a price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent; failure to make such petition may be grounds for Agreement termination. Any fuel price redetermination will be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities “*Unleaded Gasoline - WPU057104*” or “*#2 diesel fuel - WPU057303*”.
- C. Materials Price Redetermination may be requested on the anniversary date of the Agreement. The County may also petition the Contractor under the same guidelines. Any price redetermination will be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity “*Janitorial Services – WPU49110101*” as published by the Bureau of Labor Statistics which can be found on-line at <http://stats.bls.gov>.
- D. All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Bid Submittal Form that thirty percent (30%) of the cost to provide the products is directly attributed to the redetermination category (fuel or materials).

| | | | |
|--|---|----------------------------------|----------|
| Base index PPI | = | | \$179.20 |
| Current applicable PPI | = | | \$200.50 |
| PPI increased by \$10.30 (\$200.5 – \$179.2 = \$21.30) | | | |
| | | or (21.3 ÷ \$179.2 = .1188)..... | 11.9% |

| | |
|---|---------------|
| Unit cost of the service is..... | \$100.00 |
| 30% of \$100.00 is directly attributed to the redetermination category..... | \$30.00 |
| \$30.00 X 11.9% | =\$3.57 |
| New unit price for the product/service is (\$100 + \$3.57)..... | \$103.57 |

- E. If the County and the Contractor cannot agree on any price redetermination, then the Agreement will expire without penalty or further expense to either party. The County reserves the right to award any remaining tasks under the expired Agreement to the next most responsive and responsible, and available Contractor.

2.29 Unusual Costs

The Bidder may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Bidder petitions for such an increase, the Bidder shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Bidder's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Bidder, and the Bidder shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

2.30 Waiver of Claims

Once this Agreement expires, or final payment has been requested and made, the awarded Bidder shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Bidder to have waived any right to claims against the County concerning this Agreement.

2.31 Termination

- A. The resulting Agreement may be terminated by (a) either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party, or (b) by County upon at least thirty (30) calendar days, prior written notice to Contractor whenever the County shall determine that such termination is in the best interest of the County.
- B. County may terminate the resulting Agreement for convenience or non-appropriation upon at least thirty (30) calendar days' prior written notice to Contractor.
- C. The Contractor may cancel the resulting Agreement with one-hundred eighty (180) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Bidder being barred from future business with the County.
- D. After Contractor's receipt of a notice of termination pursuant to Paragraph A above (or to the extent Contractor has not cured a material breach within thirty (30) days notice from County), and except as otherwise directed by the County, the Contractor shall:
1. Stop work under the Agreement or applicable statement of work on the date specified in the notice of termination;
 2. Place no further orders or subcontracts for materials, services or facilities;
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work or services terminated by the notice of termination; and
 4. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of Section 2.31, Termination.
- E. After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall include, without limitation, all amounts due for work or services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the

Contractor the amount so determined. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund to County any prepaid fees.

- F. **Non-Appropriation.** The resulting Agreement may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in the resulting Agreement.
- G. In the event that the resulting Agreement is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with terms of the resulting Agreement. Contractor shall be paid (a) to the date of termination on a prorated basis for any task and deliverable that was started but not completed and/or (b) for any work or deliverable that has been completed but not yet been paid. County's obligation to pay Contractor under this Section 2.31, Termination, and the resulting Agreement is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of the resulting Agreement. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.
- H. Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Agreement which is not specifically authorized in the notice of termination.
- I. If termination of the resulting Agreement occurs for any reason:
1. Except as otherwise provided in the resulting Agreement, Contractor shall return to the County, or destroy, all County confidential information in Contractor's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the Service performed hereunder.
 2. For all undisputed outstanding invoices submitted to the County for work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the resulting Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days.

- J. In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the notice of termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

2.32 Incurred Expenses

This ITB does not commit the County of Volusia to award an Agreement, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by the Bidder in preparing and submitting the submittal called for in this ITB, or any cost or expense incurred by the Bidder prior to the execution of an Agreement.

2.33 Minimum Specifications

The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services.

2.34 Compliance with Laws and Regulations

The Bidder shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Bidder shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Bidder shall protect and indemnify County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Bidder, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees.

At time of Bid submittal, Bidder shall hold the required licensure to be the prime Contractor for all work to be performed under the Bid Agreement. If Bidder proposes to use a subcontractor or sub-consultant to perform any work under the Bid Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under this Bid Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of this Bid Agreement. All licenses and permits required to perform Bidder's duties under this Bid Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of this Bid Agreement.

2.35 Limitation of Liability and Indemnification of County

- A. The Contractor shall indemnify, defend, and hold harmless the County, and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the Contractor, the County, any contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable hereunder, except the Contractor will not be required to indemnify and hold the County harmless if such claim, damage, loss and expense is the result of the sole negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.
- B. In all claims against the County, or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, or any Subcontractor or Sub-subcontractor under Florida's Workers' Compensation acts, disability benefit acts, or other employee benefit acts.
- C. Contractor's indemnification obligations under this Section 2.35, Limitation of Liability and Indemnification of County, are subject to County or the indemnified party giving Contractor (a) prompt written notice of any indemnifiable claim; (b) reasonable assistance in Contractor's defense of the indemnifiable claim; and (c) sole authority to defend or settle the indemnifiable claim, provided that County or the indemnified party shall have the right to approve any settlement of an indemnifiable claim to the extent such settlement imposes any obligations on County or the indemnified party. County, or the indemnified party, may retain its own legal counsel at its own expense to monitor such litigation.
- D. Sovereign Immunity. County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability of County beyond any statutory limited waiver of immunity of limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of County for damages regardless of the number or nature of claims in tort, equity or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit on any third party for the purpose of allowing any claim against County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

2.36 Records & Right to Audit

The Bidder shall maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The Bidder shall retain these records for a period of three (3) years after final payment, or until the County audits them, whichever event occurs first. These records shall be made available during the term of the Agreement and the subsequent three (3) year period for examination, transcription, and audit by the County, its designees, or other entities authorized by law.

2.37 Change in Scope of Work/Service

- A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Bidder that the scope of the project or of the Bidder's services has been changed, requiring changes to the amount of compensation to the Bidder or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Bidder.
- B. If the Bidder believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Bidder, the Bidder must immediately notify the County's Representative in writing of this belief. The Bidder and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Bidder due to such modifications. The Bidder must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded Bidder(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

2.38 Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Bidder under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Bidder notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Bidder. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Bidder, or the benefits to the County, then

the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Bidder, then the Bidder or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Bidder agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Bidder shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Bidder directly and demonstrably due to any modification in the Agreement under this clause.

2.39 Right to Require Performance

- A. The failure of the County or Bidder at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Bidder thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Bidder to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

2.40 Force Majeure

The County and the Bidder will exercise every reasonable effort to meet their respective obligations as outlined in this ITB and the ensuing Agreement, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

2.41 Bidder's Personnel

During the performance of the Agreement, the Bidder agrees to the following:

- A. The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Bidder. The Bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, shall state that such Bidder is an Equal Opportunity Employer;

- B. The Bidder shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;
- C. The Bidder certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;
- D. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 2.41;
- E. The Bidder shall include the provisions of the foregoing paragraphs A, B, C, and D, above, in every subcontract or purchase order so that the provisions will be binding upon each Bidder;
- F. The Bidder and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;
- G. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Bidder or personnel furnished by the Bidder in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Bidder or any employee or agents of the Bidder or personnel furnished by the Bidder, without the prior written consent of the County; and
- H. Both Bidder and subcontractors awarded an Agreement as a result of Section 2.9, *Local Preference*, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit (Sections 10.0 and 11.0 of this document) showing compliance.

2.42 Claim Notice

The Bidder and County shall immediately report in writing to the other's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Bidder and County agree to cooperate with one another in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Bidder operations at the County project site.

2.43 Agreement/Bidder Relationship

The County of Volusia reserves the right to award one or more Agreements to provide the required services as deemed to be in the best interest of the County.

Any awarded Bidder shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Bidder the awarded Bidder shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Bidder shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Bidder including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The independent Bidder shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent Bidder shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

The independent Bidder, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

2.44 New Material

Unless otherwise provided for in this specification, the Bidder represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Bidder shall so notify the County Procurement Analyst in writing no later than ten (10) working days prior to the date set for opening of Bids. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.51 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or inconsequential damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or subcontractors. There are no limitations to this liability.

2.52 Conflict of Interest Form

All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached form disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.

2.53 Definitions

As used in this Bid, the following terms shall have the meanings set forth below:

Bidder: That person or entity, including employees, servants, partners, principals, agents, and assignees of the person or entity that has submitted a Bid proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein. (Used interchangeably with Respondent)

Construction Services: Means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. The term "construction services" does not include contracts or work performed for the Department of Transportation.

Agreement: The document resulting from this solicitation between the County and the Contractor, including this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Contract Administrator: The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Contractor: That person or entity duly authorized to submit a Bid proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: The word County refers to the County of Volusia, Florida.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, FL.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Respondent: That person or entity, including employees, servants, partners, principals, agents, and assignees of the person or entity that has submitted a Bid proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein. (Used interchangeably with Bidder)

Subcontractor: A person other than a materialman or laborer who enters into a Agreement with a Contractor for the performance of any part of the Agreement documents.

Sub-subcontractor: A person other than a materialman or laborer who enters into a Agreement with a Subcontractor for the performance of any part of such Subcontractor's contract.

3.0 SUBMITTAL REQUIREMENTS *(Submit in the following order)*

It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information requested below.

- 3.1 Completed Invitation To Bid Cover Pages** (includes two pages) with documentation, such as a Memorandum of Authority, that the executing individual is authorized to commit the firm to a Agreement. Clearly state the name, title, and contact information for the individual designated by the firm as contact point for any requests for additional information required by County. Provide a Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org.

- 3.2 Completed Bid Submittal Form** (use attached form Section 4.0).

3.3 References - List at least three (3) recent references where the proposed products have been used within the past three (3) years. Use of the attached form (Section 5.0) will aid in evaluation. Unless specifically asked by the County, the County of Volusia shall *not* be listed as a reference.

3.4 Business Tax Receipt (BTR)

To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

There are two exceptions to this Bid submission requirement:

1. If Bidder's business does not have a physical location in Brevard, Flagler, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Bidder's business type is exempt, submit with proposal a *Proof of Exemption* approved by the Volusia County Revenue Director (see Section 8.0).

See <http://www.volusia.org/revenue/BTRFAQ.htm> for more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances.

3.5 Insurance - Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

3.6 Conflict of Interest Form (use attached form Section 6.0) All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.

3.7 Addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.

3.8 Taxpayer Identification Number (TIN) and Certification Form – Include a completed TIN form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the TIN form can be accessed through this site as well.

3.9 Certification Affidavit by Local Business (use attached forms Section 10.0 and 11.0)
All Bidders shall complete, have notarized, and include with their Bid Submittal the attached statement(s) confirming Local Preference Eligibility.

3.10 Product Catalog

3.11 Attachment A

All Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

4.0 BID SUBMITTAL FORM

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] _____
_____ has carefully examined the specifications to furnish Janitorial
Supplies, for which Bid Submittals were advertised to be received **no later than 3:00 p.m.,
EST, on Wednesday, May 22, 2013**, and further declares that the firm will furnish the Janitorial
Supplies according to specifications.

Complete Attachment A and return with Bid Submittal
(Open Attachment from website, perform “file save as” and save spreadsheet to your
computer. Fill in pricing, preferably electronically.)
Include Attachment A, in excel format (not pdf), on CD with the rest of your submittal documents.

The County reserves the right to negotiate with the awarded vendor for additional services
similar in nature not known at the time of Bid closing.

Sole Proprietor Yes No Total number employees_____

F.O.B. Destination, freight allowed

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel,
wages, insurances and other employee benefits, materials, overhead, operating expenses, etc.,
what percentage of the rate is **directly** attributed to the cost of fuel?%

Which does the firm use: Diesel fuel or Gasoline?

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel,
wages, insurances and other employee benefits, materials, overhead, operating expenses, etc.,
what percentage of the rate is **directly** attributed to the cost of materials?%

Do you agree to next day delivery for in-stock items? YES NO

Will your firm offer any incentive to the County for on-line ordering? YES NO

If yes, please explain: _____

Bid 13-B-98KW

Will your firm offer any incentive to the County for using a credit card as a payment vehicle?

YES NO

If yes, please explain: _____

Prompt payment discount, if applicable: _____ %, _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? YES NO

Do you offer a discount for electronic funds transfer (EFT)? YES, ____ % NO

Have you supplied all the Submittal Requirements outlined below?

- Invitation to Bid cover pages. (Includes two pages)
- Florida Department of State, Division of Corporations' Sunbiz Report for your firm
- Completed and executed Bid Submittal form
- References, in accordance with Section 2.10, *Definition of Responsive and Responsible*
- If you have a physical location in Brevard, Flagler, Lake, Orange, Osceola, Seminole or Volusia County, submit one of these:
 - Current Business Tax Receipt, *OR* Proof of Exemption Form
- Proof of Insurance, per Section 2.23
- Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
- Conflict of Interest form
- Any addenda pertaining to this ITB
- Taxpayer Identification Number and Certification Form
- Certification Affidavit confirming Local Preference Eligibility, if applicable
- Licenses, per Section 2.22 and Section 2.34
- Did you include a CD or USB drive, as required in the Section entitled *Bid Submittal Form*?
- Product Catalog
- Attachment A

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. **13-B-98KW, "Janitorial Supplies"**, and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Bid 13-B-98KW

Further, as attested to by below signature, I will provide the required insurance, per §2.23, Insurance, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Bid is true and correct:

x

Authorized Signature

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

E-mail Address

Dunn & Bradstreet #

Federal I.D. #

5.0 REFERENCES

| | |
|--------------------|--------|
| Agency #1 | |
| Address | |
| City, State, ZIP | |
| Contact Person | |
| E-mail | Phone: |
| Date(s) of Service | |
| Type of Service | |
| Comments: | |
| Agency #2 | |
| Address | |
| City, State, ZIP | |
| Contact Person | |
| E-mail | Phone: |
| Date(s) of Service | |
| Type of Service | |
| Comments: | |
| Agency #3 | |
| Address | |
| City, State, ZIP | |
| Contact Person | |
| E-mail | Phone: |
| Date(s) of Service | |
| Type of Service | |
| Comments: | |

6.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

- 1. I, (*printed name*) _____, am the (*title*) _____ and the duly authorized representative of the firm of (*Firm Name*) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
- 2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- 3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

8.0 PROOF OF EXEMPTION



FINANCIAL AND ADMINISTRATIVE SERVICES

REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-5729

http://volusia.org/revenue/

I certify that the business known as (business name) _____, providing _____ services, which is located at (street address) _____, (city) _____, falls under the business tax exemption described in:

- Florida Statute 205. 063, Florida Statute 205. 064, Florida Statute 205. 065, Florida Statute 205. 162, Florida Statute 205. 171, Florida Statute 205. 191, Florida Statute 205. 192

http://www.flsenate.gov/Statutes/index.cfm?App_mode=Display_Statute&URL=0200-0299/0205/0205ContentsIndex.html

OR is the type of business indicated below:

- Child Care – Residential, Commercial Rentals, Door to Door/Peddler Sales, Insurance Adjuster, Agent, or Company, Pharmacist/Pharmacy (Prescription Drugs Only), Radio/Television Station, Religious Institution, Residential Rentals over 6months, Sale of Alcoholic Products only

(Authorized Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is/are personally known to me or who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Margaret Flomerfelt, Revenue Director

9.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____ (*please insert name of contract*), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Bid 13-B-98KW

Owner: _____ (print name) _____ (signature)
 Employee 1: _____ (print name) _____ (signature)
 Employee 2: _____ (print name) _____ (signature)
 Employee 3: _____ (print name) _____ (signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
 _____, who is/are personally known
 to me **or** who has/have produced _____ as identification.

 NOTARY PUBLIC – STATE OF _____

Type or print name:

 Commission No.: _____

 Commission Expires: _____

(Seal)

10.0 CERTIFICATION AFFIDAVIT BY PRIME CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

1. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

2. Local Preference Eligibility

A. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote Yes No

B. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance Yes No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

11.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

1. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

2. Local Preference Eligibility

A. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote Yes No

B. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance Yes No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me **or** who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)



Recommendation of Award

**ITB No. 13-B-98KW
Janitorial Supplies**

Closing Date: June 5, 2013
Closing Time: 3:00 PM

ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

| Description | 835 Glem Inc. dba Southern Equipment and Sales 801 Gatepark Drive, Suite 100 Daytona Beach, FL 32114 George Hamvay, President (386) 252-5515 | | | Glee Products Inc. dba Burns Supply Company 342 Second Street Holly Hill, FL 32117 John McCarthy, Bookkeeper (386) 252-8114 | | | Dade Paper Company 6918 Presidents Drive Orlando, FL 32809 Kelly Stutzman, Asst. Branch Manager (407) 859-1020 | | | Unisource Worldwide Inc. 7016 AC Skinner Parkway Jacksonville, FL 32256 Kevin Carrier, Sr. Director (800) 631-1955 | | | Cypress Supply, Inc. 668 Florida Central Parkway Longwood, FL 32750 James A Streich, President (407) 332-0556 | | | DSDS, Inc. dba Xcalibur Supply 233 Strawberry Oaks Drive, Suite 200 Orange City, FL 32763 David Sohoney, Secretary-Treasurer (386) 774-0028 | | | AOSS Medial Supply Inc. 4971 Central Avenue Monroe, LA 71203 Linda Liew, President (318) 325-8290 | | |
|--|---|----------|----------------|--|----------|----------------|--|----------|----------------|--|----------|----------------|---|----------|----------------|--|----------|----------------|---|--|--|
| | List Price | Discount | Cost to County | List Price | Discount | Cost to County | List Price | Discount | Cost to County | List Price | Discount | Cost to County | List Price | Discount | Cost to County | List Price | Discount | Cost to County | | | |
| Exam Glove Medium Vinyl Disposable Powder Free 100/Box | \$5.52 | 30% | \$3.86 | \$4.73 | 35% | \$3.07 | \$7.23 | 57% | \$3.11 | \$4.55 | 30% | \$3.19 | \$3.53 | 15% | \$3.00 | \$9.54 | 30% | \$6.68 | | | |
| Bathroom Cleaner 1 Quart Non-Acid 12/Case | 35.88 | 30% | 25.12 | 35.16 | 32% | 23.91 | 55.28 | 61% | 21.72 | 33.63 | 30% | 23.54 | 23.25 | 15% | 19.76 | 39.96 | 25% | 29.97 | | | |
| Bleach 1 Gallon 6/Case | 14.58 | 30% | 10.21 | 17.94 | 35% | 11.66 | 19.66 | 63% | 7.32 | 13.63 | 30% | 9.54 | 10.22 | 15% | 8.69 | 12.95 | 25% | 9.71 | | | |
| Broom 9 In Heavy Duty Plastic Head W/5In Bristles 12/Case | 144.48 | 30% | 101.14 | 97.20 | 35% | 63.18 | 86.64 | 52% | 41.95 | 165.72 | 30% | 116.00 | 40.36 | 15% | 34.31 | 85.00 | 30% | 59.50 | | | |
| Broom Handle 48 Inch X 15/16 Inch Diameter Threaded Wood 12/Case | 21.00 | 30% | 14.70 | 33.72 | 35% | 21.92 | 20.01 | 53% | 9.46 | 49.44 | 30% | 34.61 | 18.60 | 15% | 15.81 | 59.00 | 30% | 41.30 | | | |
| Broom Handle 60X1 1/8 Diameter Tapered Wood 12/Case | 55.20 | 30% | 38.64 | 63.96 | 35% | 41.57 | 48.36 | 57% | 20.91 | 71.88 | 40% | 43.13 | 41.35 | 15% | 35.15 | 73.00 | 30% | 51.10 | | | |
| Broom Head 24 In Heavy Sweep Hardwood Block 6/Case | 64.80 | 30% | 45.36 | 104.46 | 35% | 67.90 | 102.30 | 73% | 27.31 | 167.52 | 40% | 100.51 | 41.02 | 15% | 34.87 | 74.90 | 30% | 52.43 | | | |
| Buffing Pad 20 Inch Thick 5/Case | 30.75 | 30% | 21.53 | 19.90 | 35% | 12.94 | 25.81 | 51% | 12.56 | 30.49 | 40% | 18.29 | 13.07 | 15% | 11.11 | 25.00 | 30% | 17.50 | | | |
| Canliner 23X33 .45Mil Steel-Flex Lidpe X Heavy Duty 500/Case | 32.00 | 30% | 22.40 | 37.24 | 35% | 24.21 | 28.85 | 49% | 14.78 | 32.20 | 30% | 22.54 | 18.33 | 15% | 15.58 | 25.95 | 25% | 19.46 | | | |
| Canliner 30X37 10Mic Hdpe 20-30 Gallon Capacity 500/Case | 23.48 | 30% | 16.44 | 29.97 | 35% | 19.48 | 29.45 | 45% | 16.21 | 32.41 | 30% | 22.69 | 21.18 | 15% | 18.00 | 24.95 | 25% | 18.71 | | | |
| Canliner 38X58 1.7 Mil Lidpe Black 100/Case | 30.55 | 30% | 21.39 | 35.96 | 35% | 23.37 | 41.41 | 48% | 21.41 | 61.66 | 30% | 43.16 | 34.99 | 15% | 29.74 | 32.95 | 25% | 24.71 | | | |
| Canliner 40X46 1.7Mil Lidpe Super Hvy 40-45Gallon 100/Case | 28.15 | 30% | 19.71 | 30.04 | 35% | 19.53 | 28.95 | 46% | 15.62 | 51.26 | 30% | 35.88 | 25.11 | 15% | 21.34 | 27.95 | 25% | 20.96 | | | |
| Canliner 40X48 12 MIC 250/Case | 26.75 | 30% | 18.73 | 27.79 | 35% | 18.06 | 29.50 | 45% | 16.33 | 33.03 | 30% | 23.12 | 21.98 | 15% | 18.68 | 28.00 | 25% | 21.00 | | | |
| Deck Brush 10 Inch Crimped Polypropylene 12/Case | 69.60 | 30% | 48.72 | 60.48 | 35% | 39.31 | 92.40 | 78% | 19.98 | 120.60 | 40% | 72.36 | 27.61 | 15% | 23.47 | 95.00 | 30% | 66.50 | | | |
| Degreaser 1 Gallon Industrial Heavy Duty Concentrated 4/Case | 38.00 | 30% | 26.60 | 60.20 | 32% | 40.94 | 29.93 | 60% | 11.86 | 31.95 | 30% | 22.37 | 24.41 | 15% | 20.75 | 29.00 | 25% | 21.75 | | | |
| Deodorizing Aerosol Spray - 20 Ounce | 4.80 | 30% | 3.36 | 5.09 | 32% | 3.46 | 5.45 | 63% | 2.02 | 5.32 | 30% | 3.72 | 4.02 | 15% | 3.42 | 45.00 | 25% | 33.75 | | | |
| Detergent 1 Gallon Liquid Laundry Concentrated 4/Case | 43.40 | 30% | 30.38 | 74.36 | 32% | 50.56 | 154.88 | 79% | 31.78 | 78.41 | 45% | 43.13 | 30.45 | 15% | 25.88 | 45.00 | 25% | 33.75 | | | |
| Disinfectant 2 liter liquid mild household similar to 3M item #23550 | 29.65 | 30% | 20.76 | 3.92 | 32% | 2.67 | 110.40 | 45% | 61.07 | 57.22 | 35% | 37.19 | 36.99 | 15% | 31.44 | 109.45 | 25% | 82.09 | | | |
| Disinfectant Cleaner 1 Gallon Concentrated Green Mint 4/Case | 46.00 | 30% | 32.20 | 58.52 | 32% | 39.79 | 65.22 | 63% | 24.09 | 38.96 | 30% | 27.27 | 26.91 | 15% | 22.87 | 38.95 | 25% | 29.21 | | | |
| Dust Pan 12 1/4X8 1/4X13 1/4 Plastic Short Handle 12/Case | 49.80 | 30% | 34.86 | 42.60 | 35% | 27.69 | 33.48 | 55% | 14.92 | 79.08 | 35% | 51.40 | 23.08 | 15% | 19.62 | 69.00 | 30% | 48.30 | | | |
| Exam Glove XL 4Mil Vinyl Disposable Powder Free CLR 100/BX | 6.85 | 30% | 4.80 | 4.73 | 35% | 3.07 | 7.23 | 57% | 3.11 | 4.55 | 30% | 3.19 | 3.53 | 15% | 3.00 | 9.54 | 30% | 6.68 | | | |
| Floor Finish 5 Gallon On An On 25% Solids 1 Pail | 118.75 | 30% | 83.13 | 93.47 | 32% | 63.56 | 154.59 | 65% | 53.41 | 95.50 | 30% | 66.85 | 69.20 | 15% | 58.82 | 80.00 | 25% | 60.00 | | | |
| Floor Stripper 5 GL Maximum Strength Non-Ammonia | 75.00 | 30% | 52.50 | 108.30 | 35% | 70.40 | 77.35 | 61% | 30.14 | 74.93 | 30% | 52.45 | 55.92 | 15% | 47.53 | 58.00 | 25% | 43.50 | | | |
| Glass Cleaner 1Qt Nonammonia No Alcohol Liquid 12/Case | 43.80 | 30% | 30.66 | 48.36 | 32% | 32.88 | 54.00 | 62% | 20.55 | 32.55 | 25% | 24.41 | 18.46 | 15% | 15.69 | 50.00 | 25% | 37.50 | | | |
| Glass Cleaner 20 Oz Aerosol Low Fuming Nonammonia 12/Case | 39.00 | 30% | 27.30 | 38.23 | 35% | 24.85 | 46.98 | 59% | 19.05 | 38.68 | 30% | 27.08 | 29.34 | 15% | 24.94 | 33.00 | 25% | 24.75 | | | |
| Glove SM Vinyl General Purpose Disposable Powder Free 100/BX | 5.75 | 30% | 4.03 | 4.73 | 35% | 3.07 | 5.75 | 58% | 2.42 | 4.55 | 30% | 3.19 | 2.98 | 15% | 2.53 | 4.50 | 30% | 3.15 | | | |
| Hand Soap 1 Gallon Castile Pink Lotion 4/Case | 30.00 | 30% | 21.00 | 34.12 | 35% | 22.18 | 32.43 | 62% | 12.18 | 39.00 | 30% | 27.30 | 30.85 | 15% | 26.22 | 27.00 | 25% | 20.25 | | | |
| Hand Soap Antibacterial Luxury Foam 1.25oz. 3/Case | 68.00 | 30% | 47.60 | 36.93 | 35% | 24.00 | 85.17 | 55% | 38.52 | 69.47 | 40% | 48.63 | 54.67 | 15% | 46.47 | 58.49 | 25% | 43.87 | | | |
| Mop Handle 60 Inch Fiberglass Wet Mop W/Plastic Head 12/Case | 139.20 | 30% | 97.44 | 150.36 | 35% | 97.73 | 295.92 | 83% | 50.75 | 277.44 | 40% | 166.46 | 119.28 | 15% | 101.39 | 169.00 | 30% | 118.30 | | | |
| Mop Head 5 Inch 4 Ply Utility Loop - Medium 6/Case | 53.52 | 30% | 37.46 | 43.50 | 35% | 28.28 | 82.68 | 78% | 18.32 | 65.46 | 30% | 45.82 | 21.59 | 15% | 18.35 | 31.00 | 30% | 21.70 | | | |
| Mop Head Medium 4 Ply W/5In Band 12/Case | 107.04 | 30% | 74.93 | 104.28 | 35% | 67.78 | 138.60 | 62% | 52.09 | 130.20 | 35% | 84.63 | 52.81 | 15% | 44.89 | 55.00 | 30% | 38.50 | | | |
| Paper Sack 12X7X17 57# 1/6 Plain Paper Kraft Grocery Brown 500/Bale | 48.20 | 30% | 33.74 | 107.28 | 35% | 69.73 | 48.12 | 40% | 28.81 | 55.08 | 35% | 35.80 | 42.31 | 15% | 35.96 | 55.00 | 30% | 38.50 | | | |
| Sanitary Napkin 4 Inch Pads 250/Case | 66.25 | 30% | 46.38 | 46.62 | 35% | 30.30 | 68.97 | 66% | 23.69 | 50.60 | 35% | 32.89 | 44.61 | 15% | 37.92 | 64.00 | 30% | 44.80 | | | |
| Sanitizer 1.2 Liter Moisturizing Instant Hand 4/Case | 114.00 | 30% | 79.80 | 82.60 | 35% | 53.69 | 123.89 | 54% | 56.93 | 102.01 | 35% | 66.31 | 83.75 | 15% | 71.19 | 104.00 | 25% | 78.00 | | | |
| Scouring Pad 90-96 6X9 Medium Duty Synthetic Fiber 20/BX | 10.00 | 30% | 7.00 | 9.23 | 35% | 6.00 | 9.43 | 56% | 4.13 | 7.40 | 30% | 5.18 | 5.54 | 15% | 4.71 | 19.00 | 30% | 13.30 | | | |
| Scrub Brush 6 Inch W/Iron Handle 48/Case | 156.00 | 30% | 109.20 | 103.68 | 35% | 67.39 | 90.24 | 67% | 29.84 | 172.32 | 30% | 120.62 | 58.56 | 15% | 49.78 | 70.00 | 30% | 49.00 | | | |
| Soap 3/4 Oz Marietta Jergens Le Classique Trilingual White Wrapped 1000/Case | 118.40 | 30% | 82.88 | 58.91 | 35% | 38.29 | 105.89 | 64% | 37.80 | 81.90 | 40% | 49.14 | 98.18 | 15% | 83.45 | 66.00 | 25% | 49.50 | | | |
| Soap 750Ml Episoft lotion - Foam 6/Case | 56.80 | 30% | 39.76 | 49.27 | 35% | 32.03 | 67.99 | 53% | 31.76 | 102.94 | 40% | 61.76 | 107.06 | 15% | 91.00 | 179.00 | 25% | 134.25 | | | |
| Soap 800Ml Triangle Lotion Green Floral 12/Case | 46.00 | 30% | 32.20 | 96.12 | 35% | 62.48 | 48.35 | 55% | 21.98 | 88.69 | 35% | 57.65 | 32.65 | 15% | 27.75 | 99.00 | 25% | 74.25 | | | |
| Soap Dispenser - stainless steel 8-1/8 X 3-1/2 X 4-3/4 40 Oz. Vertical Tank | 43.00 | 30% | 30.10 | 47.52 | 35% | 30.89 | 63.30 | 47% | 33.71 | 41.30 | 20% | 33.04 | 53.28 | 15% | 45.29 | 55.00 | 30% | 38.50 | | | |
| Squeegee 16 Inch Brass Window 10/Case | 98.00 | 30% | 68.60 | 95.90 | 35% | 62.34 | 198.00 | 49% | 101.20 | 90.60 | 30% | 63.42 | 126.40 | 15% | 107.44 | 169.00 | 30% | 118.30 | | | |
| Stripping Pad 20 Inch Nylon 5/Case | 30.75 | 30% | 21.53 | 19.87 | 35% | 12.92 | 26.54 | 51% | 12.93 | 30.49 | 40% | 18.29 | 13.07 | 15% | 11.11 | 25.39 | 30% | 17.77 | | | |
| Toilet Brush Countoured Straight Handle 24/Case | 90.00 | 30% | 63.00 | 48.48 | 35% | 31.51 | 92.88 | 65% | 32.77 | 87.36 | 35% | 56.78 | 33.22 | 15% | 28.24 | 76.00 | 30% | 53.20 | | | |
| Toilet Tissue 3.95 X 4-1/4 2-Ply Ultima Embossed White 36/Case | 49.30 | 30% | 34.51 | 88.43 | 35% | 57.48 | 83.00 | 53% | 38.96 | 86.92 | 35% | 56.50 | 104.28 | 15% | 88.64 | 29.00 | 25% | 21.75 | | | |
| Toilet Tissue 12" x 2000 ft roll 12/Case | | | | | | | | | | | | | | 15% | | | | | | | |
| Toilet Tissue 3.6X1000Ft 2Ply White 8/Case | 25.85 | 30% | 18.10 | 104.26 | 35% | 67.77 | 19.45 | 0% | 19.45 | 55.53 | 35% | 36.09 | 39.38 | 15% | 33.47 | 21.59 | 25% | 16.19 | | | |
| Toilet Tissue 3.78X2000Ft 1-Ply Jumbo Roll White 12/Case | 48.20 | 30% | 33.74 | 94.50 | 35% | 61.43 | 25.20 | 0% | 25.20 | 67.22 | 35% | 43.69 | 22.99 | 15% | 19.54 | 29.95 | 25% | 22.46 | | | |
| Toilet Tissue 4-1/2 X 3-3/4 1-Ply White 1000 Sh/RL 12/Case | | | | | | | | | | | | | | 15% | | | | | | | |
| Toilet Tissue 9"x1000 ft roll 12/Case | 25.85 | 30% | 18.10 | 27.38 | 35% | 17.80 | 19.45 | 0% | 19.45 | 35.50 | 30% | 24.85 | 21.12 | 15% | 17.95 | 29.95 | 25% | 22.46 | | | |
| Towel 8" x 800 ft. Roll White 6/Case | 38.90 | 30% | 27.23 | 35.78 | 35% | 23.26 | 20.25 | 0% | 20.25 | 36.20 | 30% | 25.34 | 20.76 | 15% | 17.65 | 28.95 | 25% | 21.71 | | | |
| Towel - Kitchen 2 Ply Paper White 210/RL 12/Case | 28.50 | 30% | 19.95 | 29.70 | 35% | 19.31 | 35.28 | 52% | 16.95 | 35.66 | 30% | 24.96 | 34.06 | 15% | 28.95 | 42.00 | 25% | 31.50 | | | |
| Towel 7.87 X 350 FT 1-Ply Economy Roll Natural 12/Case | 25.70 | 30% | 17.99 | 24.50 | 35% | 15.93 | 13.95 | 0% | 13.95 | 30.00 | 30% | 21.00 | 20.56 | 15% | 17.48 | 25.95 | 25% | 19.46 | | | |
| Towel 8 1/4 X 702 Ft. Bleached Thru-Embossed Roll 6/Case | 38.90 | 30% | 27.23 | 44.64 | 35% | 29.02 | 20.25 | 0% | 20.25 | 73.80 | 30% | 51.66 | 21.18 | 15% | 18.00 | 27.95 | 25% | 20.96 | | | |
| Towel 8 1/4 X 702 Ft. Roll Natural 6/Case | 25.95 | 30% | 18.17 | 35.08 | 35% | 22.80 | 18.30 | 0% | 18.30 | 58.57 | 30% | 41.00 | 20.76 | 15% | 17.65 | 25.00 | 25% | 18.75 | | | |
| Wringer Bucket 35 Qt Plastic Institutional Yellow 1 Each | 88.00 | 30% | 61.60 | 67.08 | 35% | 43.60 | 108.57 | 69% | | | | | | | | | | | | | |

|  Recommendation of Award ITB No. 13-B-98KW Janitorial Supplies Closing Date: June 5, 2013 Closing Time: 3:00 PM | | ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. | | | | | | AOSS Medical Supply Inc. 4971 Central Avenue Monroe, LA 71203 Linda Liew, President (318) 325-6290 | | |
|---|--|---|--|--|--|---|--|---|---|---|
| 835 Glem Inc. dba Southern Equipment and Sales 801 Gatepark Drive, Suite 100 Daytona Beach, FL 32114 George Hamvay, President (386) 252-5515 | | Glee Products Inc. dba Burns Supply Company 342 Second Street Holly Hill, FL 32117 John McCarthy, Bookkeeper (386) 252-8114 | Dade Paper Company 6918 Presidents Drive Orlando, FL 32809 Kelly Stutzman, Asst. Branch Manager (407) 859-1020 | Unisource Worldwide Inc. 7016 AC Skinner Parkway Jacksonville, FL 32256 Kevin Carrier, Sr. Director (904) 631-1955 | Cypress Supply, Inc. 668 Florida Central Parkway Longwood, FL 32750 James A Streich, President (407) 332-0556 | DSDS, Inc. dba Xcalibur Supply 233 Strawberry Oaks Drive, Suite 200 Orange City, FL 32763 David Sohaney, Secretary-Treasurer (386) 774-0028 | AOSS Medical Supply Inc. 4971 Central Avenue Monroe, LA 71203 Linda Liew, President (318) 325-6290 | | | |
| Category | | Fixed Percentage Discount | Fixed Percentage Discount | Fixed Percentage Discount | Fixed Percentage Discount | Fixed Percentage Discount | Fixed Percentage Discount | Fixed Percentage Discount | Fixed Percentage Discount | |
| Cleaning Chemicals Plastic Trash Can Liners Non-Mechanical Janitorial Equipment Paper Products Cleaning Accessories Soap Other | | No Response | 35% | 44.68-79.48% | 30% | 15% | 25% | 25% | 25% | No Bid |
| Manufacturer: | | Manufacturer % Discount Southern Equipment and Sales product Catalog 40% | Manufacturer % Discount Spartan 32% | Manufacturer % Discount No Response | Manufacturer % Discount Spartan 30% Diversey 30% Ecolab 30% Unisource Worldwide 30% Georgia Pacific 30% JR Plastics 30% Berry Plastics 30% | Manufacturer % Discount Napco Bag and Film 25% NCL Chemicals 25% Adersen Mats 25% Deb Foam Soap 25% CPI Mircofiber 25% Parwood Correctional Product 25% Better Brush 25% Construction Specialties 25% Ettore 25% Fresh Products 25% Golden Star Mops 25% Sunburst 15% Sterns Prepack Chemicals 25% Tolco 25% Norton Pads 25% | Manufacturer % Discount Atlas 25% Georgia Pacific 25% Kimberly-Clark 30% Roses 25% Baywest 25% Rubbermaid 30% Tradex 30% | Manufacturer % Discount H&H Brand Gloves or Simply Glove Manufactured by AOSS Medical Supply. 50% Sempermed Brand Manufactured by Sempermed | Manufacturer % Discount H&H Brand Gloves or Simply Glove Manufactured by AOSS Medical Supply. 50% Sempermed Brand Manufactured by Sempermed | |
| Green Products: | | Green Products % Discount All green products referenced in Southern Equipment and Sales Catalog pgs 466-475 40% | Green Products % Discount No Response | Green Products % Discount No Response | Green Products % Discount Spartan-complete green program 30% Diversey-complete green program 30% Ecolab-complete green program 30% UJWW-complete green program 30% 3M-complete green program 30% Georgia Pacific-complete green program 30% JR Plastics-complete green program 30% GOJO-complete green program 30% | Green Products % Discount Jr Plastics Green Bags 15% Wausua Paper: 20% Ecosoft 20% Dublinature 20% Dublsoft 20% Andersen Mats 25% NCL Green Chemicals 25% CPI Mircofiber 25% Earth Friendly Products 25% Fresh Products 25% Sunburst Chemicals 25% Sterns Prepack Chemicals 25% | Green Products % Discount Atlas-Paper 25% Clorox Chemicals 25% Whitehall-Can Liners 25% Sunline-Chemicals 25% P&G -Chemicals 25% Gojo -Handsoap 25% Fabrikal-Cups 25% Huhtamaki-Plates, Bowls 25% Rubbermaid-Equipment and Accessories 30% Betco-Chemicals 25% Canberra-Chemicals 25% American dryer-Hand Dryers 30% | Green Products % Discount No Bid | Green Products % Discount No Bid | |
| Bid opened and tabulated by Andrew Kokitus, Procurement Analyst I Bid opening witnessed by Vlad Opreanu and Kathy Williams AOSS Medical Supply, Inc. was deemed to be non-responsive. | | | | | | | | | | This bidder was deemed to be non-responsive |
| Recommendation of Award: Dade Paper Company, Cypress Supply, Inc. and 835 Glem Inc. (Purchases from 835 Glem Inc. are limited to Green Products.) | | | | | | | | | | |



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/5/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - C
SUBJECT: Request for approval to have Volusia County provide an Emergency Signal Device at Station 64.

| | |
|---|---|
| LOCATION: | Fire Station 64 - 236 Ft. Smith Blvd. |
| BACKGROUND: | With the road widening and improvements made to Ft. Smith Blvd, traffic flows at a great volume and speed past FS64. This makes exiting the fire station during response increasingly dangerous for City personnel as well as the public. This light would be activated anytime an apparatus exits the facility, stopping traffic to allow for safe passage of vehicles. In the event of an accident while entering the roadway, the cost of an accident and/or injuries to persons would greatly outweigh the cost of the installation of the traffic signal. Volusia County's Traffic Engineering Division has provided a traffic study, which is attached, and an emergency vehicle traffic control device was recommended at this location. The cost for the County to provide the device is \$33,019. Item is budgeted for in Fiscal Year 2012-2013. |
| ORIGINATING DEPARTMENT: | Fire Administration |
| SOURCE OF FUNDS: | Capital-Replacement Equipment Fund |
| COST: | \$33,019 |
| REVIEWED BY: | Deputy Fire Chief, Acting City Manager |
| STAFF RECOMMENDATION PRESENTED BY: | Deputy Chief Rogers - Staff recommends having Volusia County perform the work needed to install an Emergency Signal Device at Fire Station 64 at a total cost of \$33,019. |
| POTENTIAL | |

MOTION:

"I move to have Volusia County perform the work needed to install an Emergency Signal Device at Fire Station 64 at a total cost of \$33,019."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Emergency Signal Traffic Study
- Solar Flasher Construction Estimate
- Solar Powered Fire Station Warning System
- Emergency Vehicle Solar Flashers at FS 64

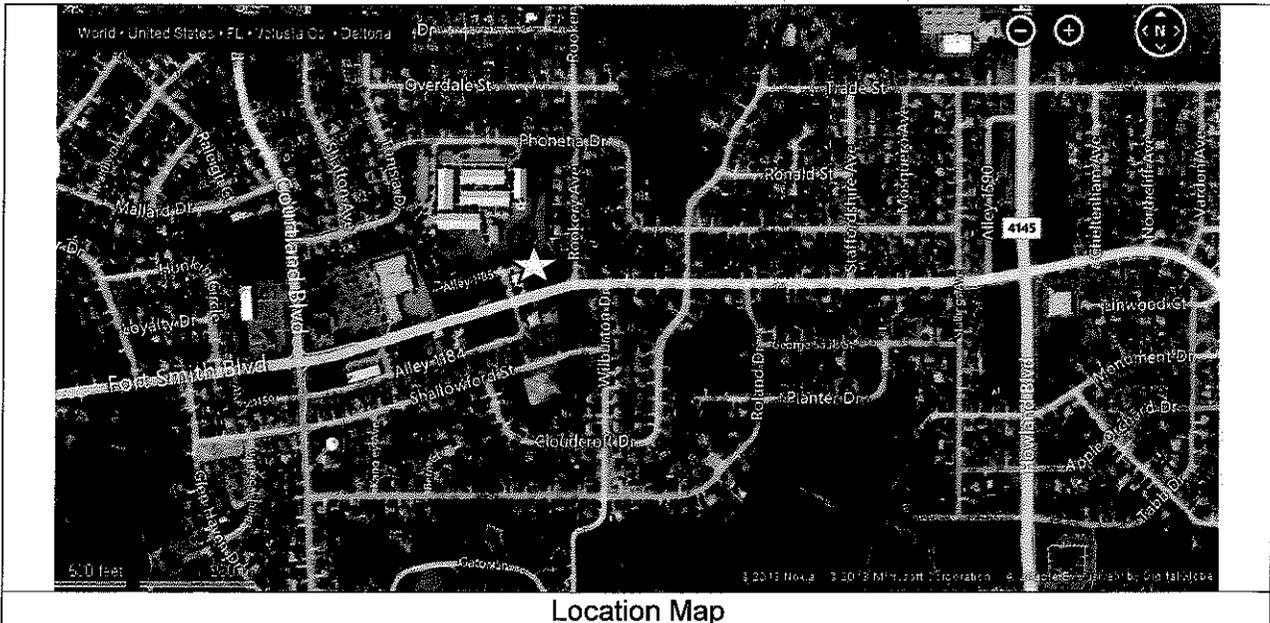


TRAFFIC ENGINEERING DIVISION

TRAFFIC STUDY

INTRODUCTION

A Traffic Study was conducted on Ft. Smith Boulevard, between Courtland Blvd and Rookery Avenue in Deltona, Volusia County. The purpose of the study is to document the request for an Emergency-Vehicle Traffic Control Device on Ft. Smith Boulevard in front of Fire Station # 64. The study was requested by the City of Deltona.



The Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition, provides guidelines for the installation of an Emergency-Vehicle Traffic Control Signal. The Florida Department of Transportation Traffic Engineering Manual provides guidance for warranting and operating emergency traffic control signals. An engineering study has been conducted on the subject section of Ft. Smith Boulevard in accordance with this Manual. The results of this study are as follows:

EXISTING CONDITIONS

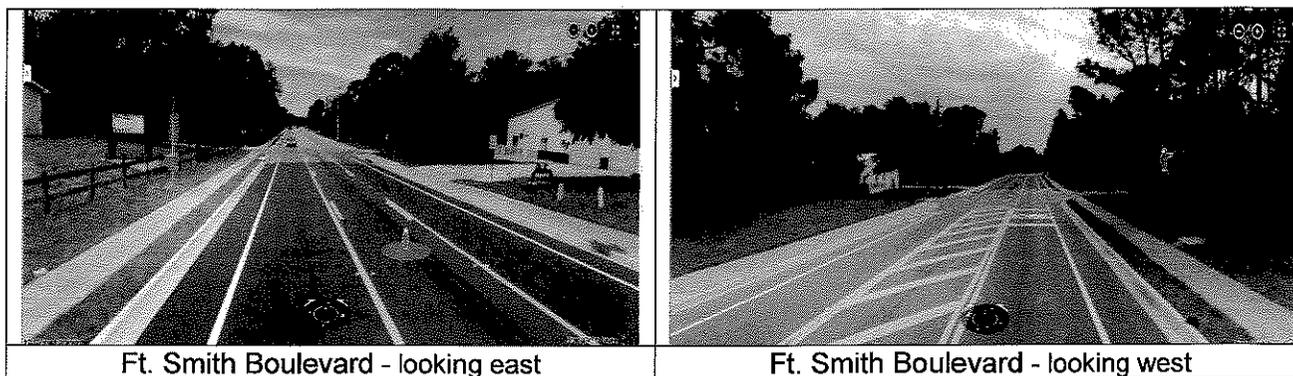
Ft. Smith Boulevard is a 3-lane Urban Collector with curb and gutter drainage in this segment. The land use along Ft. Smith Boulevard is a mix of residential, commercial and institutional. (refer to photos). Sight distance along this portion of Ft. Smith Boulevard is generally adequate. The posted speed limit on Ft. Smith Boulevard is 35 MPH. The driveway for the Fire Station is approximately 300 west of Rookery Avenue and 1300 feet east of Courtland Boulevard. The Fire Station driveway is located near the crest of a vertical curve (approximately 400 feet to the east) and near the PC (point of curvature) of a horizontal curve (approximately 150 feet to the east).

On the eastbound approach to the Fire Station, there is an Emergency Vehicle warning sign (MUTCD W11-8) located approximately 500 feet from the Fire Station driveway. On the westbound approach, the W11-8 sign is located approximately 750 from the Fire Station driveway. These warning signs are not supplemented by flashing yellow beacons.

At the intersection of Rookery Avenue and Ft. Smith Boulevard, there is a school crosswalk with special emphasis pavement markings. A reduced speed school zone extends to the east and west of this intersection. Yellow flashing beacons with a posted speed limit of 20 MPH, when flashing, are located approximately 400 feet east and 250 feet west of the school crosswalk. These flashers operate between 7:00 and 8:00 am and between 1:45 and 2:45 pm on school days.

A two-day volume was conducted on Ft. Smith Boulevard, west of Rookery Avenue. Weekday traffic volumes averaged 8,100 vehicles per day (vpd). The hourly volumes range from 15 vehicles per hour (vph) to 725 vph. The peak direction in the AM peak period is eastbound. In the PM peak period, the peak direction is westbound.

In 2012, this station made 1,097 emergency runs, or approximately 91 per month.



COLLISION ANALYSIS

A review of collision data for the 3-year period ending October 31, 2011 showed 9 reported collisions on Ft. Smith Boulevard, between Courtland Boulevard and Rookery Avenue. None of these crashes occurred in the immediate vicinity of the Fire Station driveway. These 9 crashes resulted in no fatalities, one injury, and \$22,500 in vehicle damage. Three of the crashes were rear-end types, 3 were left-turn crashes. The other three crashes included a collision with a fixed object, a sideswipe and a backed-into type crash.

STOPPING SIGHT DISTANCE

Because the posted speed limit is 35 MPH, the design speed of Ft. Smith Boulevard is assumed to be 40 MPH. Using the data from the AASHTO publication A Policy on Geometric Design of Highways and Streets, 2011 edition, Stopping Sight Distance for a design speed of 40 MPH is 305 feet. The existing Emergency Vehicle warning signs (W11-8) are placed an adequate distance from the driveway for stopping sight distance purposes.

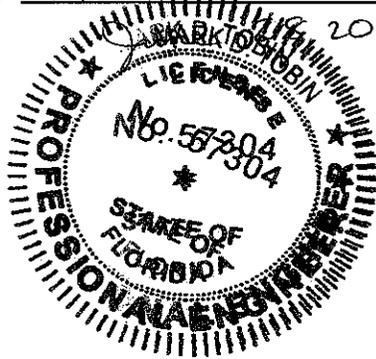
EMERGENCY SIGNAL TRAFFIC SIGNAL WARRANT

The signal warrant for an Emergency Vehicle Traffic Signal was reviewed as part of this study. The traffic volume on Ft. Smith Boulevard exceeds the minimum required volume for a 24-hour period. The minimum 24-hour volume is 7,500 ADT; the actual volume is 8,130 ADT. In addition, 3 of the 5 supplemental questions included in the Warrant are answered affirmatively. The Emergency Signal Traffic Signal Warrant worksheet is attached to this report.

RECOMMENDATION

Based upon the volume of traffic on Ft. Smith Boulevard, the volume of emergency service calls at this Fire Station (approximately 3 per day), and the location of the Fire Station driveway near the crest of a vertical curve and near the PC (point of curvature) of a horizontal curve, an emergency vehicle traffic control device at this location is recommended.

Prepared By: Mark D. Tobin



July 11,2013

County of Volusia Traffic Engineering Division

Estimated Quantities for Emergency Fire Station No.64 - City of Deltona, on Fort Smith Blvd.

Traffic Signal Contract For the Solar Powered Fire Station Flashers with Signs

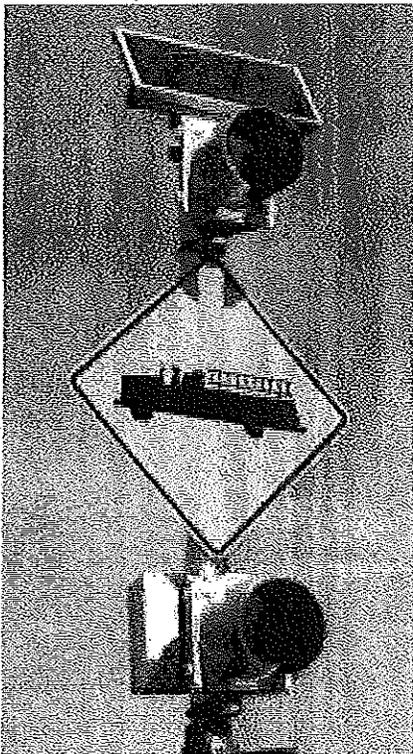
(Flasher Construction) (F.D.O.T. Pay Items) for Bidding

| PAY ITEM NUMBER | ITEM DESCRIPTION | UNIT | QNT | UNIT PRICE | AMOUNT |
|-----------------|--|------|-----|--------------|-------------|
| 700-20-11 | Single Post Sign, less than 12 SF (add Plaque to existing signs) (F&I) | AS | 2 | \$250.00 | \$500.00 |
| 700-20-11 MOD | Solar Powered Fire Station Flashers with signs with Plaque (F&I) | AS | 2 | \$15,000.00 | \$30,000.00 |
| 700-20-40 | Single Post Sign (Relocate Exist. School Flasher and End School Zone) | AS | 2 | \$125.00 | \$250.00 |
| 711-11-125 | School Pavement Marking & Stop Bars (F&I) | LF | 50 | \$4.00 | \$200.00 |
| 711-17 | Thermoplastic Removal Exist. School Pavt. Marking (grinding) | SF | 100 | \$2.00 | \$200.00 |
| | | | | Sub Total | \$31,150.00 |
| | Maintenance of Traffic (M.O.T.) - (1% of Sub Total) | | | Sub Total 1% | \$311.50 |
| | Mobilization (5% of Sub Total) | | | Sub Total 5% | \$1,557.50 |
| | | | | TOTAL | \$33,019.00 |

FIRE STATION WARNING SYSTEM

SOLAR POWERED

The RTC Solar Powered Fire Station Warning System provides an increased level of safety for traffic approaching a fire station when emergency equipment is departing or returning. Pressing a push button, whether in the vehicle or in the fire station causes the remote warning lights (up to 1500' away) to flash. This radio controlled system alerts passing motorists to slow down and/or stop for the fire apparatus.



- > High visibility 30" x 30" Fire Station sign.
- > Dual signal indications with visors.
- > Unbreakable, vandal resistant solar panel.
- > Gel-Cell type battery for safer operation.
- > Heavy duty aluminum control cabinet:
 - DCF2 modular 2-circuit flasher
 - Solar voltage regulator
 - Wired with test switch
- > LED or halogen signal lamps.
- > Secure battery cabinet.
- > Low power, efficient radio activation.
- > Complete with mounting hardware.

RTC

RTC Manufacturing, Inc.

P. O. Box 150189 * Arlington, TX 76015
(800) 782-8721 (817) 274-3610 fax

"Serving the traffic signal industry since 1987."

www.rtc-traffic.com

NOTE:
SCHOOL PAVEMENT MARKING TO BE INSTALLED 100' FT. WEST OF EXISTING MARKING.

FIRE STATION NO 64

EXIST. SIGN TO BE RELOCATED
END SCHOOL ZONE
S5-2 24x30

Proposed STOP BARS

8' CONC. SIDEWALK
R/W LINE
CONC. SIDEWALK

ROOKERY AVE.

R/W LINE

5' CONC. SIDEWALK

W11-8

EMERGENCY FLASHER 500 FT BE PREPARED TO STOP

ADD PLAQUE TO EXISTING SIGN (500' WEST)

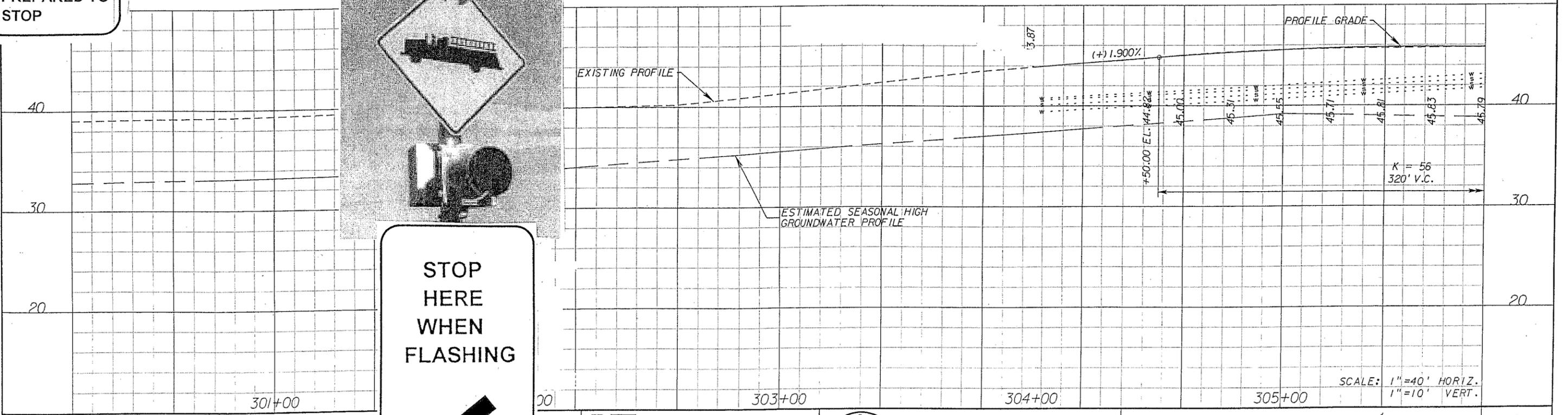


NEW SOLAR FLASHERS WITH PLAQUE

EXIST. SCHOOL FLASHER TO BE RELOCATED
SCHOOL SPEED LIMIT 00 WHEN FLASHING

ADD PLAQUE TO EXISTING SIGN

EMERGENCY FLASHER 750 FT BE PREPARED TO STOP



STOP HERE WHEN FLASHING

| REVISIONS | | | | | |
|-----------|----|-------------|------|----|--|
| DATE | BY | DESCRIPTION | DATE | BY | |
| | | | | | |

BS
BOWYER SINGLETON
520 S. MAGNOLIA AVE. ORLANDO, FL. 32801
407-843-5120 / BSA-CIVIL.COM
FBPR CERT. OF AUTHORIZATION NO. 1221
ENGINEER OF RECORD:
KEVIN E. KNUDSEN, P.E. NO. 41062



CITY OF DELTONA

Emergency Solar Flashers @
**FORT SMITH BOULEVARD
FIRE STATION NO. 64**

SHEET NO.

118



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/5/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - D
SUBJECT: Request for approval to award RFP 13008 for Property and Casualty Insurance to PRIA.

LOCATION:

N/A

BACKGROUND:

The City requested proposals from companies to provide Property and Casualty Insurance. Prior to putting out the RFP, an insurance consultant was hired at a total cost of \$2,520 to assist in putting together the RFP and assisting the Committee in the complicated comparison/analysis of the different coverages offered. Three companies, PRIA (Public Risk Insurance Agency), Florida League of Cities and IOA (Insurance Offices of America) responded to the RFP, The proposal from IOA was rejected as non-responsive because they did not provide the required information.

The Insurance Consultant provided the Selection Committee with a comparison of coverages and some basic information describing the different coverages. The Selection Committee, consisting of the City Risk Manager, HR Director and Assistant Finance Director, independently reviewed and scored the proposals. PRIA was the highest scoring company and after discussion, the Committee agreed that they wanted to conduct further discussions with PRIA regarding their deductibles, pricing, coverages, etc. in order to reduce costs. They determined that the coverage proposed by PRIA was very comprehensive and the cost was less than what the City had paid for the current fiscal year. The Selection Committee again met to discuss final recommendations to the Commission. They concurred to recommend award to PRIA for Property and Casualty Insurance at a total cost of \$1,000,746. Information regarding the insurance being recommended is attached.

ORIGINATING DEPARTMENT:

Human Resources

| | |
|---|--|
| SOURCE OF FUNDS: | General Fund |
| COST: | \$1,000,746 |
| REVIEWED BY: | Human Resources Director, Acting City Manager |
| STAFF RECOMMENDATION PRESENTED BY: | Nick Sassic, Risk Manager; Tom Acquaro, HR Director - Staff recommends making award of RFP 13008 for Property and Casualty Insurance to PRIA at a total annual cost of \$1,000,746 and renewed annually, upon Commission appropriation of funds, for three years with the option to renew for two additional one year periods. |
| POTENTIAL MOTION: | "I move to make award of RFP 13008 for Property and Casualty Insurance to PRIA at a total annual cost of \$1,000,746 and renewed annually, upon Commission appropriation of funds, for three years with the option to renew for two additional one year periods." |
| AGENDA ITEM APPROVED BY: | <hr/> William D. Denny, Acting City Manager |
| ATTACHMENTS: | <ul style="list-style-type: none"> • Original RFP • Combined scores of all Committee Members • Insurance Premium Information |

| | |
|---|--|
| <p>Submit RFP to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p> | <p>REQUEST FOR PROPOSALS # 13008 FOR: PROPERTY AND CASUALTY INSURANCE</p> |
| <p><u>Contact:</u></p> <p>Kate Krauss, CPPO, CPPB, SPSM Purchasing Manager kkrauss@deltonafl.gov Phone: (386) 878-8570 Fax: (386) 878-8571</p> | <p>RESPONDENTS NAME: _____ _____ _____</p> |
| <p>Proposal Due Date & Time: TUESDAY, MAY 7, 2013 AT 2:00 P.M.</p> | <p>MAILING ADDRESS: _____ _____ _____</p> |
| <p><u>Location of Public Opening:</u></p> <p>City of Deltona City Hall 1ST Floor Conference Room 2345 Providence Blvd. Deltona, FL 32725</p> | <p>Phone#: _____</p> |

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Respondents shall complete and submit the additional required information together with the forms herein in a binder and in the order as they are requested. All responses shall be submitted in a sealed envelope. The face of the envelope shall contain Company's name, return address, the due date and time, the RFP# and title. Companies shall submit **one original and three copies along with a CD** of their response, complete with all supporting documentation. **SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES AN OFFER** BY THE COMPANY SUBMITTING RESPONSE. RFP responses which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective Respondents are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the Purchasing staff regarding this Request for Proposals or their response at any time during the RFP process. Any such contact shall be cause for rejection of your response. The RFP/RFQ process is not complete until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF RFP: RFP must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Proposer in contractual obligations. Responses must be typed or legibly printed in ink. Use of erasable ink is not permitted. The original bid conditions and specifications cannot be changed or altered in any way. Altered RFP's will not be considered. Clarification of RFP's submitted shall be in letter form, signed by proposers and attached to the RFP.

RESPONDENT INFORMATION: Firms shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the RFP Information Sheet, whichever part applies, and include with their submittal.

JOINT VENTURES: Responses submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Request for Proposals.

NO RESPONSE: If not submitting a RFP response, respond by returning only the Statement of No Response, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the proposers name from the mailing list.

RFP OPENING: Shall be public, at the above address, on the date and at the time specified above. The response time and place shall be scrupulously observed. Under no circumstances shall submittals delivered after the time specified be considered; such Submittals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serves as the official authority to determine lateness of any response. It is the Respondents sole responsibility to assure that his/her response is complete and delivered at the proper time and place of the RFP opening. Submittals which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public RFP Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-878-8100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Proposer. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

MISTAKES: Proposers are expected to examine the terms and conditions, specifications, delivery schedule, proposed prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. RFP's having erasures or corrections must be initialed in ink by the Proposer.

AWARD TERM The term of this award is for a period of up to three years with the option to renew for two additional one year periods upon mutual agreement of both parties.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the RFP Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this request if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Documents are the only conditions applicable to this RFP and the Proposer's authorized signature on the RFP Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Respondents shall carefully examine the RFP Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Submittals; failure to do so, on the part of the Respondent, will constitute an acceptance by the Respondent of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP Documents shall be requested in writing (facsimile transmission acceptable (386) 878-8571, and received by the City at least seven (7) calendar days prior to the RFP Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the RFP. Therefore, oral statements given before the RFP opening will not be binding. Any interpretation of, or changes to, the RFP will be made in the form of a written Addendum to the RFP and will be furnished to all Respondents through DemandStar. Receipt of all addenda shall be acknowledged by the Respondents by signing and enclosing said addenda or addendum acknowledgement with their response.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to RFP Documents, in the form of a written addendum. Should revisions to the RFP Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Respondents who received a bid package through DemandStar. All addenda are posted to the DemandStar website and current

planholders are notified that an addendum has been issued. Respondents who obtain RFP Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a RFP holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Respondent may cause your RFP to be rejected as non-responsive if you have failed to submit a RFP without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Respondent who disputes the RFP selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Respondents must disclose with their RFP the name of any officer, director, or Agent who is also an employee of the City. All Respondents must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

LEGAL REQUIREMENTS: Respondents are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Respondent shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more RFP's which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a RFP received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the City's Purchasing Manual shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all Submittals, or waive any minor irregularity or technicality in Submittals received, award or eliminate any portion of the response, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Respondents are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this RFP and all provisions of the successful firm's submittal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the Respondent to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Respondent, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Respondent. Further, if such a claim is made, or is pending, the Respondent may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Respondent and receive reimbursement. If the Respondent used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a RFP, Respondent agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Request for Proposals and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Respondent certifies that all material, equipment, etc., contained in his/her response meets all applicable O.S.H.A. requirements. Respondent further certifies that, if he/she is the successful Respondent, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Respondent.

RESPONSIBILITY: A Respondent must have at the time of the RFP opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product proposed, and capable of producing or providing the items proposed, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Respondent's facilities at any reasonable time, during normal working hours, to determine that Respondent has a bona fide place of business, and is a responsible Respondent.

DISQUALIFICATION OF RESPONDENT: More than one response from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Respondent is involved in more than one submittal will be cause for rejection of all RFP's in which such Respondents are believed to be involved. Any or all Submittals will be rejected if there is reason to believe that collusion exists between Respondents. RFP's in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a RFP expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Respondent shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, RFP's become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

RFP's may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

RFP PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals. Respondents should prepare their responses and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all Submittals and to make the award to that Respondent, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the response of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of respondents in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

RFP# 13008
PROPERTY AND CASUALTY INSURANCE COVERAGE

BACKGROUND:

The City of Deltona incorporated on December 31, 1995 and has a current population of 85,219. Total number of full-time employees is 302. Services provided to the residents of Deltona include Administration, Construction Services, Deltona Water, Enforcement Services, Finance, Information Technology, Fire/Rescue, Human Resources, Parks and Recreation, Planning & Development Services and Public Works. Total current insured property values including contents equals \$53,604,993.

The current Property & Casualty insurance program is placed through Public Risk Insurance Agency.

Our goal is to obtain the most appropriate insurance coverage plan for the City to become effective October 1, 2013. Coverages include: Property, Inland Marine, Boiler & Machinery, Crime, General and Law Liability, Public Officials Liability including Employment Practices and Workers Compensation. The City intends on hiring an Insurance Consultant to be on the Selection Committee.

RFP RANKING:

1. The reputation of the insurance carrier(s) will be evaluated on AM Best financial ratings and/or a company background check. In lieu of an AM Best rating, respondents may provide a copy of the most recent audited financial statement if proposing a Trust.
2. Several factors will be used to compare proposals and are considered important to the City. All Proposers or Respondents should include detailed information regarding cost, limits, deductibles, carrier selection, service ability and service history, and ancillary services as well as references. Please be sure to review the "Rating Criteria" on page 15 of the RFP.

Proposals duly submitted will be publicly opened at the date and time specified above. The City of Deltona reserves the right to reject any and all proposals or to accept any proposal or portion thereof deemed to be in the best interest of the City of Deltona and to waive any non-substantial irregularities or cancel this solicitation in its entirety at will. Award of the contract will be made to the responsible, responsive Proposer or Respondent, which has submitted, in the sole determination of the City, the proposal which offers the City the best value. The City's decision will be final.

INQUIRIES AND ADDENDA

Each Proposer or Respondent shall examine all RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarifications, or additional information pertaining to the RFP shall be made to Kate Krauss, Purchasing Manager via email to kkrauss@deltonafl.gov Email is the preferred method of contact. Questions will only be taken in writing. Telephone inquiries will not be accepted. This is to ensure that your question or questions are forwarded to the appropriate party for answers. If questions arise throughout the process, they will be answered through addendum to be posted on www.demandstar.com

The City shall not be responsible for oral interpretations given by any City employee, representative, or others. It shall be the responsibility of each firm, prior to submitting proposals, to determine if addenda were issued and to make such addenda a part of the proposals.

EXECUTION OF AGREEMENT

The individual, firm, agency or corporation to which the contract is awarded shall sign the necessary agreement entering into a contract with the City, No contract shall be considered binding upon the City until it has been properly executed.

COMPLIANCE WITH LAWS

Each Proposer or Respondent is responsible for full and complete compliance with all Federal, State, and local laws, rules, and regulations. Failure or inability on the part of the Proposer or Respondent to comply with such laws, rules, and regulations shall not relieve any Proposer or Respondent from its obligations to honor its proposal and to perform completely in accordance with its proposal.

STANDARD CONDITIONS

1. **No Corrections** – Once competitive proposals are submitted, the City shall not accept any request to correct errors or omissions in any submitted information.
2. **Openness of Procurement Process** – Written competitive responses, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 of the Florida Statutes. The City gives no assurance as to the confidentiality of any portion of any response once submitted.
3. **No Collusion** – By offering a submission to this RFP, the Proposer or Respondent certifies the Proposer or Respondent has not divulged to, discussed, or compared his or her competitive proposal with other Proposer or Respondents and has not colluded with any other Proposer or Respondents or parties to the competitive RFP whatsoever.
4. **Informality Waiver/Rejection of Responses** – The City reserves the right to reject any and all proposals or to accept any proposal or portion thereof deemed to be in the best interest of the City of Deltona and to waive any non-substantial irregularities or cancel this solicitation in its entirety at will. Award of the contract will be made to the responsible, responsive Proposer or Respondent, which has submitted, in the sole determination of the City, the proposal which offers the City the best value.
5. **Appropriation Clause** – The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow any continuation of its performance in accordance with the terms and conditions of a contract resulting from this RFP, for each and every fiscal year following the fiscal year in which the contract shall remain in effect. Upon notice that sufficient funds are not available in subsequent fiscal years, the City shall thereafter be released of all terms and conditions.

6. **Discrimination** - Minority/Womens' Business Enterprises (MBE) (WBE) are encouraged to submit bids. The City does not discriminate against any Proposer or Respondent because of race, creed, color, national origin, sex or age in the selection of successful Proposer or Respondent. Vendors doing business with Deltona are prohibited from discriminating against any person because of race, creed, color, national origin, sex or age with regard, but not limited to the following: employment practices, rates of pay or other compensation methods and training selections.
7. **Code of Silence** - A Code of Silence shall be in effect during the RFP process. The Code of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. The Code of Silence prohibits any communication regarding each bid between: a) a potential vendor, service provider, or lobbyist and the staff of Deltona, including a potential vendor, service provider, bidder, or lobbyist and any one or more of the City Commission.

Unless specifically provided otherwise in the RFP document, the Code of Silence does not apply to communications at duly noticed pre-bid meetings and site visits prior to bid opening if deemed necessary. The Code of Silence terminates at the time Deltona acts on a contract award; provided, however, that communications are permitted when Deltona receives public comment at the meeting when the recommendation is presented to the City Commission.

Violation of this policy by a potential vendor, service provider, bidder, or lobbyist may, in the discretion of the City, may result in rejection of said bidder, proposer, respondent and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer or respondent voidable.

INSURANCE REQUIREMENTS

1. The successful Proposer or Respondent agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverage, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Vendor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assume by Vendor under any resulting contract.
- a. Commercial General Liability insurance on an "occurrence" basis in an amount not less than \$1,000,000 combined single limit Bodily Injury Liability and Property Damage Liability.
 - b. Business Automobile Liability insurance in the amount of \$1,000,000, providing Bodily Injury Liability and Property Damage Liability.
 - c. Workers' Compensation Insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida laws, including Employers' Liability which meets all state and federal laws.
 - d. Professional Liability/Errors or Omissions insurance, as appropriate for the type of business engaged in by the Vendor, shall be purchased and maintained by the Vendor with minimum limits of not less than \$1,000,000 per claim, \$1,000,000 Annual Aggregate or a \$1,000,000 combined single limit.

2. Notice of Cancellation or Restriction. All policies of insurance must be endorsed to provide the City with thirty (30) days notice of cancellation or restriction except for non-payment of premium.
3. Certificates of Insurance/Certified Copies of Policies. The vendor shall provide the City with a certificate or certificates of insurance showing the existence of the coverage's required by this RFP. The vendor will maintain the coverage with a current certificate or certificates of insurance throughout the term of the contract with the City. When specifically requested by the City in writing, the vendor will provide City with copies of all policies of insurance as required above. New certificates and new copies of policies shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurers. The address where such certificates and polices shall be sent or delivered is as follows:

City of Deltona
Attn: Kate Krauss, CPPO, CPPB, SPSM
Purchasing Manager
2345 Providence Blvd.
Deltona, FL 32725

4. Vendor acknowledges that it is solely responsible for complying with the terms of this RFP or a purchase order or contract arising out of this RFP. In addition, the vendor shall, at its own expense, secure and provide to the City, prior to beginning performance under this RFP, or a subsequent purchase order, or contract, all insurance coverage as required in this RFP and its contract with the City.
5. Any party providing services or products to the City will be expected to enter into a written agreement, contract, or purchase order with the City that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the sole option of the City, disqualify any vendor, Proposer or Respondent of services and/or products to the City.

I. PREPARATION OF PROPOSALS

- 1.1 A Proposer or Respondent is expected to be fully informed as to the requirements of the Specifications and failure to do so will be at the Proposer or Respondent's own risk. A Proposer or Respondent shall not expect to secure relief on the plea of error or misunderstanding.
- 1.2 By signing the proposal, the Proposer or Respondent declares that the only persons or parties interested in the proposal are those named in such proposal and that the proposal is, in all respects, fair and without fraud, and that it is made without collusion with any official of City of Deltona and that the proposal is made without any connection or collusion with any person submitting another proposal.
- 1.3 All proposals shall be submitted on the prescribed form provided in these Specifications. All copies must be plainly marked by the Proposer or Respondent who will be responsible for their accuracy. All blank spaces must be filled in as noted, in ink or typed. Proposals having erasures or corrections must be initialed in ink by the Proposer or Respondent.

- 1.4 The City of Deltona wishes to emphasize that any exceptions or clarifications not otherwise specified within these documents should not discourage Proposer or Respondent from responding. Any deviation from the Specifications must be explained in detail on sheets attached to the proposal form and labeled "Clarifications and Exceptions" and each deviation must specifically refer to the applicable Specification paragraph and page. Otherwise, it will be considered that the items offered are in strict compliance with these Specifications and the successful Proposer or Respondent will be held responsible for meeting the Specification. If the Proposer or Respondent wishes their own standard terms and conditions to be considered as part of its proposal, such terms and conditions must be made part of the "Clarifications and Exceptions" or these alterations will not be considered. Any applicable documentation required to supplement Proposer or Respondent's explanation should also be submitted to allow proper consideration. Final determination as to whether any deviations will be accepted or rejected will be solely determined by City of Deltona.

II. QUALIFICATION OF PROPOSER OR RESPONDENT

- 2.1 The City of Deltona reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Proposer or Respondent to perform the work.
- 2.2 If, after any investigation, the evidence of competency or financial ability is not satisfactory based on the City's judgment, the City of Deltona and their assigned representatives reserve the right to reject the proposal.

III. RECEIPT AND OPENING OF PROPOSALS

- 3.1 All proposals must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in the Request for Proposal. Any Proposer or Respondent may withdraw its submittal either personally or by written communication at any time prior to the established deadline.
- 3.2 The Proposer or Respondent shall submit its response on the form furnished in this package along with all information indicated within this document.
- 3.3 All proposals shall be mailed or delivered to the address specified in the Request for Proposal. No faxed proposal responses will be accepted by City of Deltona. PROPOSALS RECEIVED AFTER THE STATED DEADLINE WILL NOT BE ACCEPTED.

IV. CONSIDERATION OF PROPOSALS AND AWARD OF CONTRACTS

- 4.1 Proposal tabulations with recommended awards will be available for review by interested parties through www.demandstar.com
- 4.2 Failure on the part of the successful Proposer or Respondent to execute a contract within fourteen (14) calendar days after the notice of acceptance may be just cause for annulment of award. City of Deltona may then accept the

proposal of the next best-evaluated Proposer or Respondent or re-advertise for new proposals.

- 4.3 The City of Deltona reserves the right to award the contract to a Proposer other than the low Proposer or Respondent for such reasons as acceptability of specific products or designs, coverage dates, financial standing, past performance, additional features or programs offered, unacceptable deviations or exceptions taken to these Specifications or degree of compliance with any other requirement dictated by these Specifications. City of Deltona shall have the right to consider price, performance and qualifications of the Proposer or Respondent and other factors in making the award.

V. PURCHASING AGREEMENT

- 5.1 These conditions shall apply to the property and casualty insurance program.
- 5.2 Any proposal submitted in response to these Specifications shall be binding for a period of sixty (60) calendar days after the proposal opening date or thirty (30) days following the expiration date of current policies, whichever is greater and shall remain firm for the specified contract duration.
- 5.3 Any award made under these Specifications shall in no way prevent the City of Deltona from requesting future quotes or proposals on identical or similar items to those covered herein.

VI. PAYMENT

- 6.1 The successful Proposer or Respondent shall be responsible for invoicing the City of Deltona on a quarterly basis at the address listed.
- 6.2 Payment may be withheld by City of Deltona due to failure by the Vendor to comply with the agreed Specifications. The City shall notify the successful Proposer or Respondent of any unsatisfactory performance as soon as practicable so that it may be corrected without delaying payment if possible.

VII. SPECIFICATIONS

- 7.1 Proposer or Respondent will have the sole responsibility of completing all insurance company applications based on the information provided in this proposal. City of Deltona will sign completed applications for the successful Proposer or Respondent if needed.
- 7.2 Coverage under this award shall begin on October 1, 2013.
- 7.3 Proposals are to remain valid for a period of thirty (30) calendar days following the expiration date of the current policy, which may be replaced in the event that an extension of coverage is undertaken.

- 7.4 It is agreed by the undersigned Proposer or Respondent that the signing and delivery of the proposal represents the Proposer or Respondent's acceptance of the terms and conditions of the specifications and if awarded the contract by City of Deltona, the Specifications and proposal as accepted will represent the agreement between the parties.
- 7.5 All proposals must be submitted by a licensed Florida resident agent, licensed insurance carrier or Trust. Proposals must be signed by an authorized representative of the insurance company underwriting the program. If the submitting agent/broker does not have the authority to sign the proposal, it should be signed by an authorized representative of the company. Proposals submitted without binding authority will not be given the same consideration as authorized proposals.
- 7.6 Ninety (90) calendar days written notice by the insurer is requested prior to any restriction of limits or modification by the insurer resulting in restriction of existing policy terms, premium alterations or provisions.
- 7.7 Thirty (30) calendar days written notice by the insurer is requested for termination or non-renewal of coverage except for non-payment of premium.
- 7.8 Please indicate the address, telephone number and name of individuals to whom claims should be reported and the procedures to be followed in notifying the insurer.
- 7.9 City of Deltona requires that the successful Proposer or Respondent submit quarterly loss reports for the line(s) of coverage insured. Reports should be accompanied by a detailed description of individual paid losses and reserves for each claim and should be received by City of Deltona within thirty (30) calendar days following the end of the reporting period. The total claims (both number of claims and incurred and reserved costs) should be included. In the event of termination of coverage, loss reports shall continue to be furnished until all open claims have been concluded. It may be requested that claim reports be structured by departments or locations.
- 7.10 All submittals are to be based upon the current and expiring insurance conditions which are included in Attachments 1 - 3.
- 7.11 The City of Deltona is interested in reviewing various deductible options. A complete and detailed premium analysis calculation to include all discounts and deviations is required for each of the following options:

Property

- A) \$10,000 Deductible w/limits per schedule
- B) \$25,000 Deductible w/limits per schedule
- C) \$50,000 Deductible w/limits per schedule

Inland Marine

- A) \$ 500 Deductible w/limits per schedule

B) \$1,000 Deductible w/limits per schedule

Automobile Comp

- A) \$ 0 Deductible w/limits per schedule
- B) \$ 500 Deductible w/limits per schedule
- C) \$1,000 Deductible w/limits per schedule

Automobile Collision

- A) \$ 0 Deductible w/limits per schedule
- B) \$ 500 Deductible w/limits per schedule
- C) \$1,000 Deductible w/limits per schedule

General Liability/Automobile Liability

- A) \$10,000 Deductible w/limits per schedule
- B) \$25,000 Deductible w/limits per schedule
- C) \$50,000 Deductible w/limits per schedule

Public Officials E&O

- A) \$10,000 Deductible w/limits per schedule
- B) \$25,000 Deductible w/limits per schedule
- C) \$50,000 Deductible w/limits per schedule

Crime Coverage

- A) \$0 Deductible w/limits per schedule

Honesty Blanket Bonds

- A) \$ 0 Deductible w/limits per schedule
- B) \$100 Deductible w/limits per schedule
- C) \$500 Deductible w/limits per schedule

Workers' Compensation

- A) \$ 0 Deductible w/limits per schedule
- B) \$25,000 Deductible w/limits per schedule
- C) \$50,000 Deductible w/limits per schedule

7.12 **A duty to defend arrangement is mandatory.** Attorney fees are paid by the insurer and are not applied to the deductible. The City of Deltona would like to review the list of attorneys which will be available to them. If attorney fees are applied to the deductible or if the City is responsible for the payment of attorney fees, your proposal will be rejected.

7.13 The incumbent offers a disaster mitigation and recovery/claims management service at no additional cost to members. If Proposers or Respondents offer any kind of related service program, please include specifics, including program features, costs and length of time offered.

- 7.14 Please explain how claims retention is handled and how layers of coverage are used to provide Casualty, Property and Workers' Compensation protection.
- 7.15 If the Proposer or Respondent offers any kind of grant programs, that enable the City to offset insurance premium costs of any kind, please specify what the grant terms are for the program.
- 7.16 For each coverage proposed, please specify how Loss Control, Underwriting, Claims Administration and Case Management are handled, naming who performs the service and how they are engaged by the Proposer or Respondent (Employee/Contract).
- 7.17 If the Proposer or Respondent offers a return of premium program for any coverage line, please specify the terms of that program, how long it has been in existence, and the probability of its continuance.
- 7.18 All Proposers or Respondents must present pricing for occurrence based policies, not claims made.

VIII. AGENTS' DISCLOSURE

- 8.1 All agents and brokers responding to this proposal must disclose any and all commissions, fees, service charges or compensation of any type that may be added by the agent or broker to the direct quote from the carrier, administrator or trust prior to submittal. Additionally, a detailed list of all services to be provided by the submitting agent or broker is required in your proposal submission.

IX. RATING CRITERIA

- 9.1 Rating of each proposal will be based on the following:

| TAB | CRITERIA | POINTS |
|------------|---|---------------|
| A | Overall premiums including all applied discounts and credits | 15 |
| B | Scope of coverage | 15 |
| C | Ability to service City of Deltona | 10 |
| D | Municipal experience and public sector client base | 10 |
| E | Agency, Trust or Insurance Carrier personnel and qualifications | 10 |
| F | References – use form included in RFP | 10 |
| G | Financial stability and assigned rating of carriers and re-insurers | 10 |
| H | Industry reputation and client recommendations | 10 |
| I | Additional value-added programs/services | 10 |
| J | Required Forms | 0 |
| | TOTAL POINTS | 100 |

All rating factors will be weighed taking into consideration the specific needs of City of Deltona.

All Proposers or Respondents are encouraged to provide any additional information that will be instrumental in assisting City of Deltona in assessing proposals. Supporting documentation may be attached within this proposal for consideration.

CITY OF DELTONA
BIDDER INFORMATION FORM

The information below is required to complete your bid packet. Type or print only.

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Remittance (Payment) Mailing Information

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Federal Tax ID No.: _____

Tax ID Type: Federal Tax ID Social Security Number

This Form Must Be Completed and Returned with your Submittal.

Qualifications Summary

QUALIFICATIONS SUMMARY

CITY OF DELTONA REQUEST FOR PROPOSAL PROPERTY AND CASUALTY INSURANCE PROGRAM

1. Agent/Broker Name: _____
2. Agency or Firm Name: _____
3. Address: _____
4. Telephone: _____
5. Fax: _____ Email Address: _____
6. Number of Years in Business: _____
7. Number of Public Entities Serviced: _____
8. Number of Municipalities Serviced in Florida: _____
9. What is your Florida Premium volume? _____
10. Do you have experience in placing property coverage for similar sized entities?
If yes, please list the name(s) of the entities.

11. List key personnel who will be assigned to the City's account, including name, licenses held and years of experience in servicing public entity accounts. Attach an additional sheet if necessary.

12. List the name(s) of any officer, director, agent or other key personnel who is an official or employee of the City. _____
13. List any information pertinent to the selection of your submitted proposal. Be sure to include service, experience or qualifications which may give you an advantage over other proposers.

14. Explain your ability to access, utilize and leverage the property insurance market.

15. List any exclusive access you may have to including specialized markets, programs or trusts and explain the advantages of their program(s).

16. Additional Comments:

REFERENCES

Provide specific references for at least five (5) customers (preferably public entities), including customers served by the firm's nearest office to the City. They should be of similar sizes, complexity and magnitude to the City. Additional references may be provided by attachment.

Proposer: _____

1. Organization: _____

Address: _____

Contact, phone number: _____

Insurance/Services provided: _____

2. Organization: _____

Address: _____

Contact, phone number: _____

Insurance/Services provided: _____

3. Organization: _____

Address: _____

Contact, phone number: _____

Insurance/Services provided: _____

4. Organization: _____

Address: _____

Contact, phone number: _____

Insurance/Services provided: _____

5. Organization: _____

Address: _____

Contact, phone number: _____

Insurance/Services provided: _____

RESPONSE FORM

RESPOND TO: CITY OF DELTONA

Kate Krauss, Purchasing Manager
Deltona City Hall
2345 Providence Blvd.
Deltona, FL 32725

I acknowledge receipt of Addenda No. (s) _____

I have included

- Response Form
• Lobbying and Conflict of Interest Clause
• Non-Collusion Affidavit
• Drug-Free Workplace Form
• Public Entity Crime Statement

I have included a current copy of the professional licenses as noted in the RFP document.

Check mark items above, as reminder that they are included)

Mailing Address: _____ Telephone: _____
_____ Fax: _____
_____ Date: _____

Signed _____ Witness: _____

(Print Name)

(Title)

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____

(date) by _____ (name of affiant). He/She is personally
known to me or has produced _____ (type of identification) as
identification.

NOTARY PUBLIC

My Commission Expires: _____

LOBBYING AND CONFLICT OF INTEREST CLAUSE

ETHICS CLAUSE

“ _____ ”
(Company)

“...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former City officer or employee in violation of Section _____ of Ordinance No. _____ or any City officer or employee in violation of Section ___ of Ordinance No. _____. For breach or violation of this provision the City may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former City officer or employee.”

(Signature)

(Date)

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____

(date) by _____ (name of affiant). He/She is personally known to me or

has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that

1. I am _____ of the firm of _____ the bidder making the Proposal for the project described in the Request for Proposals for _____ and that I executed the said proposal with full authority to do so;
2. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor;
4. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; and
5. The statements contained in this affidavit are true and correct, and made with full knowledge that the City of Deltona relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature)

Date:

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____

(date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(Signature)

Date:

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____(date) by

_____ (name of affiant). He/She is personally known to me or

has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

PUBLIC ENTITY CRIME STATEMENT

“A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

I have read the above and state that neither _____ (Proposer’s name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

(Signature)

Date

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____

(date) by _____ (name of affiant). He/She is personally known to me or has

produced _____ (type of identification) as

identification.

NOTARY PUBLIC

My Commission Expires: _____

| <u>COMMITTEE</u> <u>MEMBER</u> | <u>FLORIDA</u> <u>LEAGUE OF</u> <u>CITIES</u> | <u>INSURANCE</u> <u>OFFICE OF</u> <u>AMERICA</u> | <u>BROWN &</u> <u>BROWN/PRIA</u> |
|-----------------------------------|---|--|---|
| TOM ACQUARO | 95 | 0 | 98 |
| LORI CARR | 95 | 0 | 100 |
| NICK SASSIC | 92 | 0 | 94 |
| | 282 | 0 | 292 |

IOA: Proposal Rejected

SUMMARY OF INSURANCE COVERAGE:

| | |
|---|------------------------|
| Property/Equipment | \$ 243,947.00 |
| Inland Marine | \$ 23,034.00 |
| General Liability | \$ 149,512.00 |
| Public Officials' Liability/Employment Practices Liability | \$ 58,989.00 |
| Automobile Liability | \$ 66,861.00 |
| Automobile Comprehensive/Collision with \$500 Deductible | \$ 48,042.00 |
| Workers' Compensation | \$ 405,637.00 |
| Crime/Employee Dishonesty | \$ 4,724.00 |
| | \$ 1,000,746.00 |



**SUMMARY OF INSURANCE PROPOSED
CITY OF DELTONA**



| Insurance to be effective 10/1/2013/2014 | | | |
|---|----------------------------------|---------------------|---------------------|
| LINE OF COVERAGE | LIMIT | DEDUCTIBLE/SIR | ANNUAL PREM |
| Property: | | | |
| Preferred Governmental Insurance Trust | | | |
| Buildings & Contents | \$ 46,511,498 | \$ 1,000 | \$ 243,947 |
| Equipment Breakdown | \$ 46,511,498 | \$ 1,000 | |
| Flood | \$ 1,000,000 | \$ 1,000 | |
| Earthquake | \$ 5,000,000 | \$ 1,000 | |
| Inland Marine | \$ 4,317,469 | \$ 1,000 | \$ 23,034 |
| Named Storm Deductible | | 5%/\$15,000 Minimum | |
| Flood Deductible - See Policy | | | |
| | | Sub-Total | \$ 266,981 |
| Crime: | | | |
| Zurich American Insurance Company | | | |
| Employee Dishonesty | \$ 1,000,000 | \$ 5,000 | \$ 4,724 |
| Monies & Securities - Inside | \$ 1,000,000 | \$ 5,000 | |
| Monies & Securities - Outside | \$ 1,000,000 | \$ 5,000 | |
| Computer Fraud | \$ 1,000,000 | \$ 5,000 | |
| Forgery/Alterations | \$ 1,000,000 | \$ 5,000 | |
| | | Sub-Total | \$ 4,724 |
| General Liability: | | | |
| Preferred Governmental Insurance Trust | | | |
| General Liability | \$ 2,000,000 | \$ - | \$ 149,512 |
| Employee Benefits | \$ 2,000,000 | \$ - | |
| Medical Payments | None | | \$ - |
| | | Sub-Total | \$ 149,512 |
| Automobile: | | | |
| Preferred Governmental Insurance Trust | | | |
| Auto Liability | \$ 2,000,000 | \$ - | \$ 66,861 |
| Collision | Symbol 2, 8 | \$ 500 | \$ 48,042 |
| Hired Physical Damage | \$ 35,000 | \$ 500 | Included |
| | | Sub-Total | \$ 114,903 |
| Public Officials: | | | |
| Preferred Governmental Insurance Trust | | | |
| POL / ELL/EPLI | \$ 2,000,000 | \$ 5,000 | \$ 58,989 |
| Full Prior Acts Coverage | Defense In addition to the limit | | |
| | | Sub-Total | \$ 58,989 |
| Workers' Compensation: | | | |
| Preferred Governmental Insurance Trust | | | |
| | 12/13 Payroll: \$13,030,500 | | |
| | 2013 Mod: 1.13 | | |
| Workers' Compensation | Statutory | \$ - | |
| Employers Liability | \$1m/\$1m/\$1m | \$ - | Included |
| | | Sub-Total | \$ 405,637 |
| TOTAL PREMIUM | | | \$ 1,000,746 |
| SAVINGS FROM EXPIRING | | -11% | \$ (126,654) |

This document is intended to provide a brief overview. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations

CITY OF DELTONA
Property & Casualty Insurance - RFP #13008

**A. OVERALL PREMIUMS/PREMIUM RECAPITULATION
REVISED* WITH OPTIONS 6-28-2013**

| | <u>Annual Premium</u> | <u>Check Option</u> | |
|--|-----------------------|-------------------------------------|-------------------------------------|
| | | <u>Accepted</u> | <u>Rejected</u> |
| <u>PREFERRED GOVERNMENTAL INSURANCE TRUST</u> | | | |
| Property / Equipment Breakdown | | | |
| Appraisal Values - <u>\$1,000</u> Deductible* | \$ 276,115 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Appraisal Values - \$10,000 Deductible | \$ 268,927 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Appraisal Values - \$25,000 Deductible | \$ 263,278 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <u>Option:</u> 80% Values/Coinsurance - \$1,000 Deductible* | \$ 243,947 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Inland Marine | | | |
| With \$1,000 Deductible | \$ 23,034 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| With \$5,000 Deductible | \$ 21,882 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| General Liability | | | |
| With \$0 Deductible | \$ 154,512 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| With \$0 Deductible, <u>Delete Medical Payments*</u> | \$ 149,512 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| With \$10,000 Deductible | \$ 139,796 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| With \$25,000 Deductible | \$ 132,438 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| With \$50,000 Deductible | \$ 112,572 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Public Officials' Liability/Employment Practices Liability | | | |
| Claims Made with <u>\$5,000</u> Deductible* | \$ 58,989 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Claims Made with \$25,000 Deductible | \$ 54,335 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Claims Made with \$50,000 Deductible | \$ 48,901 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

* Change from Original Response



CITY OF DELTONA
Property & Casualty Insurance – RFP #13008

**A. OVERALL PREMIUMS/PREMIUM RECAPITULATION
REVISED* WITH OPTIONS 6-28-2013 (CONTINUED)**

| | <u>Annual Premium</u> | <u>Check Option</u> | |
|--|-----------------------|-------------------------------------|-------------------------------------|
| | | <u>Accepted</u> | <u>Rejected</u> |
| <u>Preferred Governmental Insurance Trust (Cont'd)</u> | | | |
| Automobile Liability | | | |
| With \$0 Deductible | \$ 66,861 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| With \$10,000 Deductible | \$ 52,352 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| With \$25,000 Deductible | \$ 47,214 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| With \$50,000 Deductible | \$ 33,612 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Automobile Comprehensive/Collision | | | |
| With \$500 Deductible | \$ 48,042 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Workers' Compensation – <u>Updated 2013 Experience Mod (1.13)*</u> | | | |
| With \$0 Deductible* | \$ 405,637 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| With \$25,000 Deductible* | \$ 325,612 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| With \$50,000 Deductible* | \$ 292,801 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Stop Loss Aggregate | \$ 194 | | |
| (applicable to \$50,000 Deductible options only) | | | |

**Change from Original Response*



CITY OF DELTONA
Property & Casualty Insurance - RFP #13008

**A. OVERALL PREMIUMS/PREMIUM RECAPITULATION
REVISED WITH OPTIONS 6-28-2013 (CONTINUED)**

| | <u>Annual Premium</u> | <u>Check Option</u> | |
|---|-----------------------|-------------------------------------|-------------------------------------|
| | | <u>Accepted</u> | <u>Rejected</u> |
| <u>Western World – OPTION</u> | | | |
| Public Officials' and Employment Practices Liability OPTION | | | |
| With \$10,000 Deductible-Public Officials and \$15,000 Deductible - EPLI | \$ 36,308 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <u>Travelers</u> | | | |
| Crime / Employee Dishonesty | | | |
| With \$5,000 Deductible | \$ 6,025 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <u>Zurich – OPTION</u> | | | |
| Crime / Employee Dishonesty – OPTION | | | |
| With \$5,000 Deductible | \$ 4,724 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Payment Plans:

Preferred Package: 50% down, 25% due at 75 days; 25% due at 166 days.

Preferred Workers Compensation: 25% Down and 9 installments

Other options: Annual

I authorize PRIA to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

(Name & Title)

(Date)

**Change from Original Response*





AGENDA MEMO

TO: Mayor & City Commission

AGENDA DATE: 8/5/2013

FROM: William D. Denny, Acting City Manager

AGENDA ITEM: 7 - E

SUBJECT: Request for approval of the purchase of expanded storage equipment using GSA Contract through Promark Technologies.

LOCATION:

N/A

BACKGROUND:

IT has researched a new storage vendor based on their ability to provide a robust storage platform that is feature rich, has a lengthy product life cycle, and meets our budget constraints.

Staff has selected NexGen to be our storage of choice for the City of Deltona. NexGen will increase our storage capabilities from 15 terabytes to 32 terabytes. In summary NexGen will provide:

1. Provide us tools to remotely recover our site to our disaster site at Deltona Water
2. Consolidate storage to one storage array that is fully redundant which ensures our data is safe and meets compliancy requirements
3. Increase storage monitoring tools to better manage storage usage, issues, and performance
4. Greatly increase storage performance to allow us to continue to virtualize our servers
5. Reduce cost through server consolidation
6. Provide tools to integrate with our software vendors for ease of manageability
7. Provide expansion features that will allow us to grow with the products and new technology changes

NexGen provides the City with the storage capacity and technology to stay on top of our City's growing storage needs. The total cost of the storage array is \$58,600, which includes \$44,000 for the hardware/software, \$11,800 for 3 years of support, and \$2800 for installation. This item was

| | |
|---|---|
| | budgeted for the FY 2012-13 budget year and has come in under budget by \$20,000. |
| ORIGINATING DEPARTMENT: | Information Technology Division |
| SOURCE OF FUNDS: | Capital-Replacement Equipment Fund |
| COST: | \$58,600 |
| REVIEWED BY: | IT Manager, Acting City Manager |
| STAFF RECOMMENDATION PRESENTED BY: | Steve Narvaez, IT Manager - Staff recommends approval of the purchase of expanded storage through Promark Technologies using the GSA Contract for a total cost of \$58,600. |
| POTENTIAL MOTION: | "I move to approve the purchase of expanded storage through Promark Technologies using the GSA Contract for a total cost of \$58,600". |
| AGENDA ITEM APPROVED BY: | <hr/> William D. Denny, Acting City Manager |
| ATTACHMENTS: | <ul style="list-style-type: none"> • Proposal from Promark Technologies |



PROMARK TECHNOLOGY, INC.
10900 PUMP HOUSE ROAD
SUITE B
ANNAPOLIS JUNCTION, MD 20701
T: (240) 280-8030 F: (301) 725-7869

QUOTE

Quote #: 0153039

Date: 7/22/2013

Salesperson: Troy Richards

Customer PO#:

Quote To:

CITY OF DELTONA
2345 PROVIDENCE BLVD.
BRIAN BOEHS
DELTONA, FL 32725

Confirm To:

Steven Narvaez

Ship To:

CITY OF DELTONA
2345 PROVIDENCE BLVD.
BRIAN BOEHS
DELTONA, FL 32725

| Qty | Part Number | Description | List Price | Unit Price | Ext. Price |
|-----|-------------|-------------|------------|------------|------------|
|-----|-------------|-------------|------------|------------|------------|

GSA QUOTE - See Descriptions for details

| | | | | | |
|---|---------------|--|-----------|-----------|-----------|
| 1 | VN5V-1332-11E | NEXGEN N5-100 STORAGE SYSTEM, 1,280 GB SOLID-STATE, 32 TB DISK, (4) 10GBE AND (8) 1GBE DATA PORTS, (2) 1GBE MANAGEMENT PORTS, IOCONTROL OPERATING ENVIRONMENT INCLUDING: PLUS QTY (2) VEEAM ENTERPRISE BACKUP & REPLICATION LICENSES FOR VMWARE - GS-35F-4342D | 88,000.00 | 44,000.00 | 44,000.00 |
| 1 | XN50-BFGO-03Y | NEXGEN N5 STORAGE SYSTEM, 3 YR, 7 DAY 24 HR PHONE SUPPORT WITH ONSITE REPLACEMENT PARTS - GS-35F-4342D | 11,800.00 | 11,471.79 | 11,471.79 |
| 1 | XN50-INST-001 | NEXGEN N5 STORAGE SYSTEM INSTALLATION, 1 SYSTEM - OPEN MARKET | 3,500.00 | 2,800.00 | 2,800.00 |

Prices subject to change - We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. Minimum 15% restocking fee with original packaging.

Quote is in US Currency and is valid for 30 days.

If shipping and handling charges are not quoted, standard charges are FOB Shipping Point.

SubTotal: 58,271.79

Shipping: 0.00

Sales Tax: 0.00

Order Total: **\$58,271.79**



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/5/2013

FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - F

SUBJECT: Request for approval to use Nexus IS for the purchase of our Cisco Smartnet renewal through Florida State Contract #250-000-09-1 and 730-000-09-1.

LOCATION:

N/A

BACKGROUND:

Nexus IS is a reseller of Cisco products and service. They are authorized as a vendor on the Florida State Contract. We are requesting to purchase a 3 year maintenance contract through Nexus IS for Cisco Smartnet warranty and support from Cisco Systems. This will provide 4 hour response on critical network hardware and software, including our enterprise wide phone system. This will ensure we receive timely software updates, future product releases, and reduced downtime in network outages. The 3 year agreement will ensure we lock in annual support costs at \$30,042.33. Without an agreement the annual support cost may increase each year hereafter. ITSD has worked hard to consolidate products and reduce the cost of the 3 year agreement; we have reduced cost by over \$22,000 in the 3 year period for this renewal. Item is budgeted for in Fiscal Year 2012-2013.

ORIGINATING DEPARTMENT:

Information Technology Division

SOURCE OF FUNDS:

General Fund

COST:

\$90,127

REVIEWED BY:

IT Manager, Acting City Manager

STAFF RECOMMENDATION PRESENTED BY:

Steve Narvaez, IT Manager - Staff recommends approval to utilize Nexus IS for the purchase of our Cisco Smartnet renewal through Florida State Contract #250-000-09-1 and 730-000-09-1.

**POTENTIAL
MOTION:**

"I move to approve utilizing Nexus IS for the purchase of our Cisco Smartnet renewal through Florida State Contract #250-000-09-1 and 730-000-09-1.

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Nexus IS Proposal
- Contract 730-000-09-1
- Contract 250-000-09-1

6/28/2013



Remit PO to: Heather Buell
heather.buell@nexusis.com
 407-919-8890

Deltona 3 yr Smartnet

Summary

Deltona
 Robert Cordero
 2345 Providence Blvd
 Deltona, FL 32725
 386-878-8807

Cisco
 SmartNet Quote 4215024

| Purchasing Contract | Product | Quote ID | Start Date | End Date | Amount |
|---------------------|----------|----------|------------|-----------|---------------------|
| #250-000-09-1 | Smartnet | A-93135 | 10/1/2013 | 9/30/2016 | \$ 54,725.17 |
| #730-000-09-1 | Smartnet | A-93134 | 10/1/2013 | 9/30/2016 | \$ 35,401.83 |
| Total | | | | | \$ 90,127.00 |

Subject to the Following Terms:

Buyer shall pay to Seller the Total Investment Price indicated above. Terms of payment shall be:

1. Customer Purchase Order No. _____
2. 100% Billed on Net 30 Terms

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed intending that it should be legally binding upon them and their respective heirs, successors and assigns.

NEXUS IS, INC. Signature

Deltona Signature

250-000-09-1

Deltona 3yr

| Product | SKU | Serial # | Start Date | End Date | Qty | Extended | Support Level |
|--------------------|--------------------|-------------|-------------|-------------|-----|--------------|---------------------------------|
| AIR-LAP1142N-A-K9 | CON-SNT-1142NAK | FTX1333S287 | 01-Oct-2013 | 30-Sep-2016 | 1 | \$ 228.00 | SMARTnet 8x5x Next Business Day |
| AIR-WLC4402-12-K9 | CON-SNT-WC440212 | FOC1332F012 | 01-Oct-2013 | 30-Jun-2016 | 1 | \$ 2,401.70 | SMARTnet 8x5x Next Business Day |
| ASA5505-UL-BUN-K9 | CON-SNT-ASSULBK9 | JMX142941V8 | 11-Jun-2013 | 30-Sep-2016 | 1 | \$ 373.84 | SMARTnet 8x5x Next Business Day |
| WS-C2960G-24TC-L | CON-SNT-C2960G2C | FOC1042ZE5S | 01-Oct-2013 | 30-Sep-2016 | 1 | \$ 564.30 | SMARTnet 8x5x Next Business Day |
| WS-C2960S-48FPS-L | CON-SNT-2960S4FS | FOC1419Z0AJ | 01-Oct-2013 | 30-Sep-2016 | 1 | \$ 1,128.60 | SMARTnet 8x5x Next Business Day |
| C2921-VSEC/K9 | CON-SNTP-2921VSEC | FTX1615AMA1 | 21-May-2013 | 30-Sep-2016 | 1 | \$ 2,812.63 | SMARTnet Premium 24x7x4 |
| CISCO2921/K9 | CON-SNTP-2921 | FTX1427A12F | 01-Oct-2013 | 30-Sep-2016 | 1 | \$ 2,508.00 | SMARTnet Premium 24x7x4 |
| VS-C6509E-S720-10G | CON-SNTP-V6509E72 | SMG1240N6PX | 01-Oct-2013 | 30-Sep-2016 | 1 | \$ 31,122.00 | SMARTnet Premium 24x7x4 |
| WS-C2960-24PC-L | CON-SNTP-C29602PC | FOC1340W111 | 01-Jun-2013 | 30-Sep-2016 | 1 | \$ 760.21 | SMARTnet Premium 24x7x4 |
| WS-C3560-24PS-S | CON-SNTP-356024PS | FDO1125Z6TX | 17-May-2013 | 31-Jul-2015 | 1 | \$ 764.75 | SMARTnet Premium 24x7x4 |
| WS-C3560-48PS-S | CON-SNTP-356048PS | CAT1110RJN | 17-May-2013 | 31-Jul-2015 | 1 | \$ 1,307.41 | SMARTnet Premium 24x7x4 |
| WS-C3560X-24T-S | CON-SNTP-3560X2TS | FDO1510R1EN | 17-May-2013 | 30-Sep-2016 | 1 | \$ 1,324.32 | SMARTnet Premium 24x7x4 |
| WS-C3750G-24T-E | CON-SNTP-3750G24TE | FDO1341Y00D | 01-Oct-2013 | 30-Sep-2016 | 1 | \$ 1,806.90 | SMARTnet Premium 24x7x4 |
| WS-C3750G-24T-E | CON-SNTP-3750G24TE | FDO1443Y22Y | 01-Oct-2013 | 30-Sep-2016 | 1 | \$ 1,806.90 | SMARTnet Premium 24x7x4 |
| WS-C3750G-24TS-E1U | CON-SNTP-3750GE1U | FOC1041Y09T | 01-Oct-2013 | 30-Sep-2016 | 1 | \$ 2,106.15 | SMARTnet Premium 24x7x4 |
| WS-C3750X-24T-S | CON-SNTP-3750X2TS | FDO1514P1PP | 15-Aug-2013 | 30-Sep-2016 | 1 | \$ 1,854.73 | SMARTnet Premium 24x7x4 |
| WS-C3750X-24T-S | CON-SNTP-3750X2TS | FDO1514P1PB | 15-Aug-2013 | 30-Sep-2016 | 1 | \$ 1,854.73 | SMARTnet Premium 24x7x4 |

Sub 3 yr total: \$ 54,725.17

730-000-09-1

Deltona 3 yr

| Product | SKU | Serial # | Start Date | End Date | Qty | Extended | Support Level |
|-------------------|--------------------|--------------|-------------|-------------|-----|--------------|---------------------------------|
| ER-USR-LIC-10-UPG | CON-ESW-ERUSRL10 | | 01-Oct-2013 | 30-Sep-2016 | 20 | \$ 1,710.00 | Essential SW |
| LIC-UWL-PRO1 | CON-ESW-PRO1 | | 01-Oct-2013 | 30-Sep-2016 | 50 | \$ 4,702.50 | Essential SW |
| LIC-UWL-STD1 | CON-ESW-UWLST1 | | 01-Oct-2013 | 30-Sep-2016 | 150 | \$ 8,977.50 | Essential SW |
| PUBLIC-IP-DEV-ADD | CON-ESW-PUBLICIP | | 01-Oct-2013 | 30-Sep-2016 | 25 | \$ 71.25 | Essential SW |
| CP-7936 | CON-SNT-CP7936 | 00E075249FE3 | 01-Oct-2013 | 31-Jul-2015 | 1 | \$ 95.63 | SMARTnet 8x5x Next Business Day |
| CP-7937G= | CON-SNT-CP7937 | 0004F2F0B1BE | 22-Jun-2013 | 30-Sep-2016 | 1 | \$ 149.42 | SMARTnet 8x5x Next Business Day |
| CP-9971-C-K9= | CON-SNT-CP9971CK | FCH16249PB4 | 31-Jul-2013 | 30-Sep-2016 | 1 | \$ 90.34 | SMARTnet 8x5x Next Business Day |
| CP-CKEM-C= | CON-SNT-CPCKEMC1 | FCH16222C5B | 22-Jun-2013 | 30-Sep-2016 | 1 | \$ 24.90 | SMARTnet 8x5x Next Business Day |
| VG224 | CON-SNTP-VG224 | FHK1349F18W | 06-Jul-2013 | 30-Sep-2016 | 1 | \$ 2,125.81 | SMARTnet Premium 24x7x4 |
| ER-USR-LIC-10-UPG | UCSS-U-ER-3-10 | | 03-Sep-2013 | 30-Sep-2016 | 20 | \$ 818.33 | Major Upgrades |
| LIC-UWL-PRO1 | UCSS-U-UWL-PRO-3-1 | | 03-Sep-2013 | 30-Sep-2016 | 50 | \$ 5,845.82 | Major Upgrades |
| LIC-UWL-STD1 | UCSS-U-UWL-STD-3-1 | | 03-Sep-2013 | 30-Sep-2016 | 150 | \$ 10,230.07 | Major Upgrades |
| PUBLIC-IP-DEV-ADD | UCSS-U-PUB-3-1 | | 03-Sep-2013 | 30-Sep-2016 | 25 | \$ 560.26 | Major Upgrades |

Sub 3 yr Total: \$ 35,401.83

AMENDMENT TO CONTRACT 730-000-09-1

**AMENDED AND RESTATED CONTRACT NO. 730-000-09-1
BETWEEN
THE DEPARTMENT OF MANAGEMENT SERVICES
AND
CISCO SYSTEMS, INC.**

AMENDMENT NO.: 1

THIS AMENDMENT ("Amendment") to the Telephony Equipment and Services Amended and Restated Contract No.: 730-000-09-1, is entered into as of the last date signed below, by and between parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Cisco Systems, Inc ("Contractor").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and

WHEREAS, the Parties wish to amend the Contract to allow for a thirty (30) month renewal to the Amended and Restated Contract.

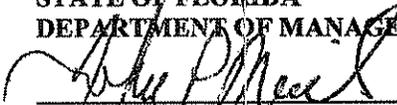
THEREFORE, in consideration of the foregoing premises the Parties hereto agree that the Contract shall be amended as follows:

The Parties agree that the term of this Contract shall be renewed for thirty (30) months commencing upon March 3, 2012, and ending on September 2, 2014, unless extended, cancelled or terminated as provided herein or in the terms and conditions of the Contract.

All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

SO AGREED by the parties' authorized representatives on the dates noted below:

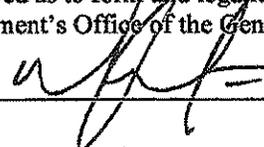
**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**



John P. Miles, Secretary
March 1, 2012

Date

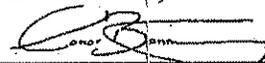
Approved as to form and legality by the
Department's Office of the General Counsel



2/29/12

Date

CISCO SYSTEMS, INC.



Signature **Conor Bennett**
Manager, Business Dev

Date
2/27/2012

Contract No. 730-000-09-1
Amendment No. 1

Department of Management Services

**AMENDED AND RESTATED SUNCOM
TELEPHONY EQUIPMENT
PREMISES SERVICES CONTRACT**

By and Between

Cisco Systems, Inc.

and the

Florida Department of Management

Services

CONTRACT

CONTRACT NO. 730-000-09-1 SUNCOM TELEPHONY EQUIPMENT PREMISES SERVICES (STEPS)

This amended and restated Contract (the "Contract") is entered into on last date signed below, by and between Cisco Systems, Inc. (the "Contractor"), a Corporation with an office at 170 West Tasman Drive, San Jose, CA 95134 and the State of Florida, acting by and through the Department of Management Services (the "Department"), with offices at 4030 Esplanade Way, Tallahassee, Florida 32399-0950 (each a "Party" and collectively, the "Parties").

WHEREAS, the Department has solicited manufacturers of pure and hybrid IP PABX systems interested in assisting the State furnishing quality hybrid or "pure" IP telephone systems, equipment, and related services at the lowest price available. These systems may be purchased directly by the SUNCOM User via this Contract, or they may be rented by the Department via this Contract; and

WHEREAS, Contractor responded to the solicitation, and following negotiations the Department has determined to accept Contractor's offer and to enter into this Contract in accordance with the terms and conditions of the solicitation and the subsequent negotiation; and

WHEREAS, the original contract resulting from the solicitation between the Parties was executed in 2008 and subsequently amended six times; and

WHEREAS, the Parties wish to amend and restate the obligations of each party under the Contract.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

Contract 1.0 - TERM/RENEWAL

- 1.1 The initial term of the Contract is thirty six (36) months (the "Initial Term") and has subsequently been renewed for six (6) additional months with expiration on March 2, 2012.
- 1.2 Upon mutual agreement, the Parties may renew the Contract in whole or in part, any number of times not to exceed a total of thirty (30) months. Each renewal must be in writing and signed by both Parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
- 1.3 The term of the Contract (the "Contract Term") is defined as the Initial Term including any renewals.

Contract 2.0 - DEFINITIONS

- 2.1 As used in this Section, the following terms shall have the meaning ascribed below:
 - 2.1.1 Acceptance means the formal approval of products and services, given by a Required User or Eligible User after compliance by the Contractor with all the terms and conditions enumerated in Section 8.5 of this Contract.
 - 2.1.2 Base Price Discount means the original percentage markdown from MSRP established during the ITN procurement.

- 2.1.3 Bill of Material ("BOM") means list of all components, materials, labor and professional services related to installation, programming and delivery of a premise based communications system solution.
- 2.1.4 Calculator means the electronic spreadsheet tool provided by the Department used by the Contractor to calculate all price quotes to customers.
- 2.1.5 Communications Service Authorization ("CSA") means the web-based ordering system used by the Department, the Department's customers, and the Contractor to authorize installation of specific equipment and services.
- 2.1.6 Configuration Type means the size of a system configuration based on the station clients as set forth in Exhibit A.
- 2.1.7 Customer means any state agency or other entity identified in the Contract as the party to receive commodities or contractual services pursuant to the Contract or that orders commodities or contractual services via purchase order or CSA from the Contractor under the Contract.
- 2.1.8 Design Proposal means the documents submitted by the Contractor for each Individual Opportunity that set for the details of an order.
- 2.1.9 Discovery Phase means initial phase of the procurement when the Contractor and the SUNCOM User shall identify the procurement requirements.
- 2.1.10 Eligible User(s) means the user group set forth in Florida Administrative Code 60FF-1.
- 2.1.11 Individual Opportunity means an opportunity that contractors have to provide products or services to a SUNCOM User under the Contract which is limited in scope based on the factors identified by the SUNCOM User and the Contractor during the Discovery Phase.
- 2.1.12 Initial Rental Term means the term set forth on each Design Proposal for which the End User shall be obligated to pay the Rental.
- 2.1.13 MFMP means the MyFloridaMarketPlace, and is an online ordering system utilized by the Customer to place an order for purchase of products and services.
- 2.1.14 MSRP means the manufacturer's suggested retail price.
- 2.1.15 NOC means the Network Operations Center which monitors premise based systems and responses to helpdesk support calls from the Department or SUNCOM Users.
- 2.1.16 PABX means Private Automatic Branch Exchange, and is a telephone exchange that serves a particular business or office, as opposed to one that a common carrier or telephone company operates for many businesses or for the general public.
- 2.1.17 Proposal Price Discount means the percentage markdown from Base Price Discount listed in the Calculator.
- 2.1.18 Purchase Order means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).
- 2.1.19 Rental means the monthly recurring cost ("MRC") for a SUNCOM premise equipment telephony system set forth in the CSA for each Individual Opportunity.
- 2.1.20 Required User(s) means the user group set forth in Florida Administrative Code 60FF-1.
- 2.1.21 STEPS means the SUNCOM telephony premise equipment services.

- 2.1.22 SUNCOM means the brand name used by the Department to represent telecommunication voice and data products and services.
- 2.1.23 SUNCOM User(s) means all Required Users and Eligible Users who procure SUNCOM products and services from this Contract by utilizing a CSA.
- 2.1.24 System Turn-up Activities means the activities including but not limited to delivery, installation, programming, performing the cutover, and completing the check-out of the system

Contract 3.0 - TECHNICAL SPECIFICATIONS

- 3.1 The Technical Specifications are set forth in Exhibit A.
- 3.2 The Contractor agrees to the terms, conditions and provisions as described in the Florida Administrative Code (F.A.C.) Rules 60FF (hereinafter referred to as the "Rules") and provide services in accordance with and adherence to these Rules.
<https://www.flrules.org/gateway/Organization.asp?OrgNo=60ff>

Contract 4.0 - PRICING AND PROPOSALS

- 4.1 Pricing
- 4.1.1 The Contractor agrees to use the Calculator with the associated definitions, clarifications, guidelines and provisions contained in Exhibit B to provide pricing for all products and services available through the Contract.
- 4.1.2 The Contractor shall not include a surcharge or other additional cost that is not listed in the Calculator without prior written approval by the Department.
- 4.1.3 Pricing shall include all surcharges, taxes and fees (if applicable) effective on the execution date of this Contract. Contractor shall provide an explanation of all surcharges, taxes and fees including a distinction between those which are variable and fixed. Cost adjustments will only be permitted for new or modified federally mandated surcharges, taxes or fees upon authorization by the Department. Adjustments will permit the Contractor to pass through charges, but Contractor shall not include any additional markup to those charges.
- 4.2 Proposals
- 4.2.1 All price proposals submitted by the Contractor to a Required User or Eligible User must include professional services for discovery, assessments, engineering design, shipping, labor, installation, migration, cutover, system burning-in, performance verification, user training, and warranty. The Contractor shall be responsible for these services and the Customer shall not waive this requirement.
- 4.2.2 Proposals for Rental products shall include the removal of Rental products upon termination of the Rental term and at no cost additional to the Rental price.
- 4.3 Price Discount
- 4.3.1 Base Price Discount. The Contractor will follow the process for approval of all price discounts as set forth in this Contract. The Base Price Discount will be listed in the Calculator for each part number and remain constant for the Contract Term unless mutually agreed by both Parties.

- 4.3.2 Proposal Price Discount. At the Contractor's discretion, the Design Proposal for each Individual Opportunity may include a Proposal Price Discount for one or more parts and categories listed in the Calculator. At the Contractor's discretion, the Proposal Price Discount may be applied to the purchase price only, the Rental price only, or both the purchase and Rental price. The Proposal Price Discount must be identified clearly by using the designated fields in the Calculator. The Proposal Price Discount for each part listed in the Calculator may vary in dollar amount or percentage amount for each proposal submitted provided the Base Price Discount does not conflict with requirements set forth in Exhibit B. The discounts provided in the Calculator for each Individual Opportunity will be the same itemized discount available to the Required User and Eligible User for new orders provided the new orders are expansion of capacity of the existing Configuration Type and remain within the scope of the Design Proposal for the duration of the CSA that sets forth the Design Proposal scope.

Contract 5.0 - PROCUREMENT OF PRODUCTS AND SERVICES

5.1 Orders

- 5.1.1 The CSA shall not be used to modify or circumvent terms and conditions of the Contract except as explicitly permitted in the Contract.

5.2 Additional Items

- 5.2.1 At the request of the Department or SUNCOM User the Contractor may include additional items that are not otherwise listed in the Calculator as value added for the purpose of individual orders with unique part requirements.
- 5.2.2 The sum of all additional items for each proposal may not exceed five percent (5%) of the total proposal.
- 5.2.3 Additional items prices may be listed in the Calculator (Miscellaneous tab) as individual line items and will be mutually exclusive to any other product or service listed in the Calculator.

5.3 Purchase of Standard Maintenance Agreements

- 5.3.1 Standard maintenance agreements must:
- 5.3.1.1 be assigned a unique part number and listed in the Calculator; and
 - 5.3.1.2 have a fixed price and fixed percentage discount listed in the Calculator; and
 - 5.3.1.3 provide coverage for a specific set of parts purchased from the Contract; and
 - 5.3.1.4 be limited in scope to preventative maintenance, break/fix repair or replacement of parts, software patches and updates, and technical support.
- 5.3.2 Eligible Users may purchase standard maintenance agreements provided the terms of the standard maintenance agreements do not conflict with the terms of the Contract.
- 5.3.3 The Contractor shall not offer or sell maintenance agreements to a Required User.

5.4 Rental of Products and Services

- 5.4.1 Only the Department CSA will be used to place a Rental order with the Contractor and authorize an Initial Rental Term; no other document will be required by the Contractor to accept a Rental order.
- 5.4.2 The Department, the Contractor and SUNCOM User will foster conditions where SUNCOM Users have the most complete and transparent information possible to make comparisons between procurement options and competitive proposals.
- 5.4.3 Upon expiration of the Initial Rental Term the Contractor will continue to provide the products and service set forth in the CSA on a recurring monthly term without increase in the monthly recurring price until a termination CSA is issued to stop the Rental, at which point the Contractor will continue to provide products and service through the termination date set forth in the termination CSA. The termination date provided shall be no less than 60 days from the issuance of the terminating CSA.
- 5.4.4 Upon the termination of the Rental, the Contractor shall remove all Rental products from the SUNCOM User premise at no cost additional to the monthly service fees.
- 5.4.5 The Contractor agrees that all SLAs set forth in this Contract will be valid during the Rental term authorized by each CSA and continue through the termination date set forth in the Rental termination CSA, provided the Department continues to pay the invoice associated with the Rental.
- 5.4.6 The Initial Rental Term shall commence on Acceptance. The Rental will be invoiced on the first day of the month after the Acceptance of such Rental items.
- 5.5 Title
- 5.5.1 Purchase of Products and Services. The Department, Required User or Eligible User receives title to purchased products upon full payment to Contractor following SUNCOM User's Acceptance.
- 5.5.2 Contractor will retain risk of loss on purchased products until Acceptance, provided that Customer:
- §.5.2.1 provides a secured and locked room for storage of products, access to which shall be restricted to authorized personnel; and
- §.5.2.2 assumes responsibility for acts or omissions by customers, its employees or agents (including improper storage) or any hazardous conditions (e.g., radiation or radioactive contamination).
- 5.5.3 Rental of Products and Services. The Contractor shall retain the title to Rental equipment for the term of the Rental and at termination of the Rental term.
- 5.5.4 Contractor will retain risk of loss on rented products for the entire duration of the Rental term, provided that Customer:
- §.5.4.1 provides a secured and locked room for storage of products, access to which shall be restricted to authorized personnel; and
- §.5.4.2 assumes responsibility for acts or omissions by customers, its employees or agents (including improper storage) or any hazardous conditions (e.g., radiation or radioactive contamination).

Contract 6.0 - SUNCOM MONTHLY SUPPORT AND SUNCOM VENDOR MANAGEMENT

- 6.1 SUNCOM Vendor Management combines several critical support functions into one option to enhance the availability of systems or components purchased or rented under the Contract.

- SUNCOM Vendor Management is a critical component in overall quality and cost effectiveness of the statewide enterprise service. It includes, but is not limited to, change control, alert monitoring and data collection as well as the typical installation, System Turn-up Activities, end-site support and management.
- 6.2 The Contractor shall be responsible for proactively monitoring the overall health of all STEPS system components covered by SUNCOM Vendor Management.
- 6.3 The Contractor shall use a web interface to store SUNCOM User information such as contact numbers, site addresses, service and CSA detail, hours of operation, criteria for site access and other customer related data. The web interface must be accessible to the SUNCOM User with password protection and encryption of data that will traverse the public Internet.
- 6.4 SUNCOM Vendor Management for Purchase
- 6.4.1 The Contractor shall provide SUNCOM Monthly Support and SUNCOM Vendor Management to all Required Users who purchase products and services from the Contractor and the Contractor shall not sell products and services to the Required User without the procurement of SUNCOM Monthly Support and SUNCOM Vendor Management.
- 6.4.2 The Contractor shall offer SUNCOM Eligible Users who purchase products and services the option to purchase SUNCOM Monthly Support and SUNCOM Vendor Management, but these are not required for the purchase of products and services from the Contractor.
- 6.4.3 The SLAs set forth in this Contract do not apply for purchase of products and service without the additional purchase of a subscription to SUNCOM Monthly Support and SUNCOM Vendor Management.
- 6.5 SUNCOM Monthly Support and SUNCOM Vendor Management for Rental
- 6.5.1 SUNCOM Monthly Support and SUNCOM Vendor Management are required components for the Rental of products and services for both Required Users and Eligible Users.
- 6.6 Re-Location of Equipment
- 6.6.1 The Contractor is responsible for relocation of all products and service if requested by the SUNCOM User that relocates to a different location, provided however, the Contractor has an active CSA to provide the SUNCOM User with SUNCOM Monthly Support.
- 6.6.2 The relocation shall include secure un-installation, transportation and re-installation of the system at the location.
- 6.6.3 The Department shall provide the Contractor with at least ninety (90) days advance notice when action is required by the Contractor to relocate products and service to a new physical address.
- 6.6.4 The Contractor may invoice the SUNCOM User for actual labor required to complete the relocation in a manner satisfactory to the SUNCOM User. All labor rates invoiced shall be no more than rates established in the Calculator.
- 6.7 Network Operations Center (NOC) Requirements
- 6.7.1 The Contractor is responsible for proactively monitoring all voice solutions covered by SUNCOM Monthly Support and SUNCOM Vendor Management for hardware failures, trunk side errors, line side errors, etc.

- 6.7.2 The Contractor will provide a NOC with adequate staff to answer calls from the Department or SUNCOM Users and provide SUNCOM Monthly Support and SUNCOM Vendor Management services twenty-four (24) hours a day, three hundred sixty-five (365) days a year.
- 6.7.3 The Contractor shall answer helpdesk and related support calls from the Department and SUNCOM Users with a live attendant. If the Contractor uses an automated response system to route the call to the appropriate live attendant, the Contractor shall provide an option for the caller to speak to a live attendant in less than thirty (30) seconds.
- 6.7.4 The Contractor will establish within the NOC an escalation process staffed with subject matter experts available to respond to SUNCOM Monthly Support and SUNCOM Vendor Management needs.
- 6.7.5 The Contractor will use the NOC to monitor SLAs and provide the Department with an enterprise view of all SUNCOM User products and services.
- 6.7.6 The Contractor will provide the Department with access to NOC tools, which will allow participation from the SUNCOM NOC for the purpose of quality assurance.
- 6.7.7 The Contractor shall provide to the Department read-only access to the Command Line Interface (CLI), graphical user interface (GUI) or Simple Network Management Protocol (SNMP) read-only access to all SUNCOM User equipment covered. This includes access to configuration, trunk and line statistics, system statistics, and any other service statistics.
- 6.7.8 NOC Attendant Obligations
- 6.7.8.1 Accept service incident requests from the Department or SUNCOM User by telephone request, web-based request, or e-mail request.
- 6.7.8.2 Open an incident ticket and track the progress of the incident until resolution.
- 6.7.8.3 Notify the SUNCOM NOC as set forth by SLA.
- 6.7.8.4 Assign NOC staff and dispatch staff as necessary to resolve the incident.
- 6.7.8.5 Provide the Department and SUNCOM User with regular status updates as set forth in **Exhibit D**.
- 6.7.8.6 Follow escalation procedures as set forth in **Exhibit D**.
- 6.7.8.7 Coordinate with the SUNCOM User to collect all information and test results required for resolution.
- 6.7.8.8 Upon resolution of the incident and approval by the initial caller or designated SUNCOM User representative the attendant shall close the ticket by documenting the current time, date and name of the person who approved the resolution.
- 6.7.9 SUNCOM User Obligations
- 6.7.9.1 Assign a point of contact (the "POC") to be the primary SUNCOM User representative to communicate with and report incidents to the NOC.
- 6.7.9.2 The POC will provide the NOC with POC's current contact information by telephone call or e-mail message.

- 6.7.9.3 Prior to submitting an incident request to the NOC, the POC will attempt to eliminate internal conditions that may be creating the incident.
- 6.7.10 The SUNCOM NOC shall participate in all System Turn-up Activities to ensure that the functionality of the delivered system complies with the SUNCOM User order.

Contract 7.0 - INVOICES

- 7.1 Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Department, Required User, or Eligible User is responsible for all payments under the Contract. The Department's, Required User's, or Eligible User's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to Required Users or Eligible Users.
- 7.2 Invoices for Rental products or SUNCOM Monthly Support and SUNCOM Vendor Management
- 7.2.1 Invoice Delivery.
- 7.2.1.1 The Contractor will submit to the Department a paper invoice or electronic data interchange ("EDI") invoice.
- 7.2.1.2 When submitted in EDI format, the Contractor shall adhere to the following requirements:
- 7.2.1.2.1. EDI delivery via file transfer protocol ("FTP") Electronic EDI File – ANSI X12 810/811 version 4010 Format with data level 9 detail.
- 7.2.1.2.2. Each invoice must be contained within the same beginning segment ("BIG Segment") of an invoice transaction set which identifies numbers and dates.
- 7.2.1.2.3. Remittance form including detail provided in section titled "Bill Data Requirements."
- 7.2.1.2.4. Bill Data Requirements.
- a. CSA number
 - b. Service order numbers
 - c. Account/sub-account numbers
 - d. Bill date
 - e. Install date
 - f. Bill remittance address
 - g. Summary record which includes payments applied since the last monthly bill (may be provided in an accounts receivable statement)
 - h. Adjustments (detailed information on all adjustments within the bill must be provided)
 - i. Subtotal of current charges (may be provided in an accounts receivable statement)
 - j. Net amount due

- k. Customer name
- l. Disconnect Date or Activity dates
- m. Fractional billing – charge/credit from date of installation or disconnection
- n. Billing description – based on the Calculator pricing
- o. Tariff or equipment codes

7.2.2 Invoice Cycle.

- 7.2.2.1 The Contractor shall provide a single invoice inclusive of all products and services for each active CSA's.
- 7.2.2.2 The Contractor shall not submit an invoice for products and services until said products and services have been delivered to the SUNCOM User and the SUNCOM User has given Acceptance.
- 7.2.2.3 The invoice cycle for this Contract shall be a maximum of one calendar month.
- 7.2.2.4 Invoices must be issued within the first ten (10) calendar days each month.
- 7.2.2.5 Products provided under Rental terms and any services that are provided by the Contractor during an invoice cycle shall be prorated based on the actual calendar days in current invoice cycle.

7.2.3 Invoice Dispute.

- 7.2.3.1 All invoice disputes arising from subcontractor invoices shall be the obligation of the Contractor to resolve. However, the Department and SUNCOM User shall provide the Contractor with assistance as may be reasonably required by the Contractor.
- 7.2.3.2 All invoice corrections for disputed line items will be submitted by the Contractor as an adjustment for each disputed line item.
- 7.2.3.3 Following resolution of the dispute, the Contractor shall have one billing cycle to provide the adjustment for each disputed line item.

7.3 Invoice for Purchases

- 7.3.1 Equipment purchases on the Contract shall be direct billed to the SUNCOM User using the MFMP.
- 7.3.2 Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.
- 7.3.3 At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Department, Required User, or Eligible User through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
- 7.3.4 The Contractor shall provide to the Department's Contract Manager a quarterly report of all direct billed purchases.

Contract 8.0 - PROFESSIONAL SERVICES

8.1 Pre-order Services

- 8.1.1 The Contractor shall provide necessary professional services dealing with all aspects of procurement including, but not limited to, requirements discovery and assessments, engineering and system design, and development of the Design Proposal.
- 8.1.2 The Design Proposal shall address present and future growth requirements, current scale and scalability requirements, single site or multi-site location(s), and features or application requirements.

8.2 Post-order Services

- 8.2.1 The Contractor shall provide the project plans including, but not limited to, shipping, delivery, installations, cut-over, training, system performance testing and system acceptance.
- 8.2.2 The Contractor, at its sole discretion, may subcontract installation and configuration. The use of subcontractors in no way excludes the Contractor for all obligations of the Contract and the Contractor maintains sole responsibility for installation, integration, project management, and consulting.
- 8.2.3 The Contractor shall include the Department's NOC, service delivery and engineering staff in the entire deployment process set forth in this section.

8.3 Voice and Data Wiring Infrastructure

- 8.3.1 If made known to the Contractor during the Discovery Phase of a proposal that new voice or data wiring infrastructure is to be procured by method other than SUNCOM Telecommunications Infrastructure Project Service ("TIPS"), the Contractor shall immediately notify the Department Contract Manager identified in Section 14 of this Contract.

8.4 Installation Timeframe

- 8.4.1 The timeframe allowable for installations of all new voice systems shall be based on Configuration Types set forth in Section 8.4.2 below.
- 8.4.2 The maximum number of days to install a system with all features and functionality including all end points after receiving a CSA or MFMP order from a SUNCOM User are set forth below.
- | | | |
|---------|-----------------|------------------|
| 8.4.2.1 | Configuration 1 | 30 calendar days |
| 8.4.2.2 | Configuration 2 | 45 calendar days |
| 8.4.2.3 | Configuration 3 | 75 calendar days |
| 8.4.2.4 | Configuration 4 | 90 calendar days |
- 8.4.3 In the event that a Required User or Eligible User agrees to a timeframe different than set forth above, the alternative timeframe must be set forth in the SOW.
- 8.4.4 The SLA set forth in Exhibit C will apply if the voice system is not operational, provided that delays are not a result of SUNCOM User's actions or SUNCOM User's operational environment.
- 8.4.5 When the SUNCOM User's desired system installation date falls outside Installation Timeframe set forth above, an alternate Installation Timeframe must be mutually agreed upon and set forth in Design Proposal attached to the CSA authorizing the procurement of products or services.

8.5 Performance Period

- 8.5.1 Upon system delivery, installation, programming and cutover the SUNCOM User will conduct a system inspection to ensure that all products and services have been received.
- 8.5.2 The Contractor will contact the SUNCOM NOC to indicate the start of the performance period.
- 8.5.3 Upon ten (10) calendar days of successful operation without service interruption and with written authorization from the SUNCOM NOC the performance period will conclude.
- 8.5.4 Upon conclusion of the performance period as set forth above, the Contractor shall complete the Certified System Inspection Checklist, attached hereto as **Exhibit E**, and obtain the SUNCOM User written approval of the completion of the performance period.
- 8.5.5 An approved Certified System Inspection Checklist is the final Acceptance of the products and services.
- 8.5.6 The Department shall attach the Certified System Inspection Checklist to the closed CSA.
- 8.5.7 Upon the close of the CSA, the Contractor shall submit an invoice to the Department or, if direct billed, to the SUNCOM User.
- 8.5.8 If during the performance period a malfunction or service interruption occurs, the Contractor shall remedy the problem.
- 8.5.9 Upon remedy of each critical incident of malfunction or service interruption, the performance period will restart the ten (10) calendar day period.
- 8.5.10 If a successful performance period cannot be accomplished within thirty (30) consecutive calendar days after the system cutover, the SUNCOM User may rescind the order and the Contractor shall remove all products and services from the SUNCOM User premises.

8.6 Non-business hour work

- 8.6.1 Unless otherwise specified on each CSA, the Department business hours are 8:00 am to 5:00 pm on Monday through Friday, excluding State of Florida observed holidays.
- 8.6.2 The Calculator pricing for professional services applies to both business hour work and non-business hour work.
- 8.6.3 The Contractor may not charge additional fees for work performed during non-business hours.
- 8.6.4 The Contractor agrees to work during the business hours and non-business hours as set forth in installation schedule attached to the CSA for each order.

Contract 9.0 - OPERATIONAL PROCEDURES

9.1 Rules of Engagement

- 9.1.1 The Contractor shall follow these "Rules of Engagement" in this Section 9.1 while conducting STEPS business with SUNCOM Users. The Contractor may present any of its products and services available under this Contract to a SUNCOM User, at the SUNCOM User's request, or as directed by the Department. As requested, the

- Contractor shall assist the SUNCOM User in the development of the SUNCOM User's project objective.
- 9.1.2 If a Contractor schedules or will attend a meeting with a SUNCOM User in reference to STEPS services, the Contractor shall notify the Department prior to the meeting. Additionally, the Contractor will keep the Department reasonably informed of communications and correspondence with the customer pertaining to STEPS.
- 9.1.3 The Contractor shall develop a Design Proposal based on the SUNCOM User's business objective.
- 9.2 The Design Proposal shall include, at a minimum, the following:
- 9.2.1 Cover letter
- 9.2.2 Executive summary
- 9.2.3 Customer's project objective
- 9.2.4 Site list and/or phase plan, if more than one site or multiple phases
- 9.2.5 Contact list
- 9.2.6 Solution overview which meets the SUNCOM User objective
- 9.2.7 Supporting technical diagrams
- 9.2.8 System components and services
- 9.2.9 Other hardware and software (out of the scope of the contract)
- 9.2.10 General statement of work and system implementation narrative
- 9.2.11 Out of scope SUNCOM User change request process, if any
- 9.2.12 Installation Check List and Acceptance Document blank form
- 9.2.13 Training plan, if applicable
- 9.2.14 If the solution includes third party applications, similar information including the detailed breakdown of the professional services shall be included.
- 9.3 The Design Proposal shall be submitted to the SUNCOM User and the Department for review and approval prior to the submittal of a CSA to authorize the purchase or Rental. The Department review shall verify that the Design Proposal meets the Contract requirements and that the BOM is justified. The Department shall reconcile the technical solution with the SUNCOM User's business objective to optimize cost and functionality. The BOM and professional services shall contain the minimum hardware and labor (task and hours) necessary to accomplish the Design Proposal. Once the Design Proposal has been reviewed and approved by the SUNCOM User and the Department, a CSA shall be issued to the selected Contractor which authorizes that Contractor to proceed with the work.
- 9.4 The Contractor shall maintain a pending order list ("POL") for all active CSAs issued to the Contractor by the Department with each having a unique line entry. When the Contractor receives a new order CSA or closes out an existing CSA, the Contractor shall update the POL and communicate the latest POL version to the Department (NOC, Service Operations, and Invoicing) within ten (10) business days of receiving the new CSA or closure of an existing CSA.
- 9.5 Each line entry listing within the POL shall include, but is not limited to:
- 9.5.1 Contractor name and primary point of contact
- 9.5.2 CSA issue date
- 9.5.3 CSA number, as provided by the Department
- 9.5.4 SUNCOM User name
- 9.5.5 Installation site list
- 9.5.6 Configuration Type

- 9.5.7 Procurement method – purchase or rent
- 9.5.8 Rental term
- 9.5.9 Description of special applications
- 9.5.10 Installation start date
- 9.5.11 System cutover date
- 9.5.12 Estimated in-service/invoice commencement date
- 9.5.13 Additional information needed for the SUNCOM NOC to monitor the system installation process.

Contract 10.0 FLORIDA STATE AND LOCAL PUBLIC SAFETY PRIORITY

- 10.1 In the event of a major service outage that results in a Contractor resource limitation, the Contractor shall give priority to the restoration of service to SUNCOM Users classified as public safety agencies below.
- 10.2 The SUNCOM Users listed below are classified as public safety agencies.
 - 10.2.1 FDLE – Florida Department of Law Enforcement
 - 10.2.2 DHSMV / FHP – Department of Highway Safety and Motor Vehicles – Florida Highway Patrol
 - 10.2.3 FIN – Florida Interoperability Network
 - 10.2.4 DOT – Law Enforcement - Department of Transportation
 - 10.2.5 DEM – Division of Emergency Management
 - 10.2.6 DMA – Department of Military Affairs
 - 10.2.7 FWC – Law Enforcement – Fish Wildlife Commission
 - 10.2.8 DEP – Law Enforcement – Department of Environmental Protection
 - 10.2.9 Local police departments and sheriff's offices
 - 10.2.10 OAG – Office of the Attorney General
- 10.3 The Contractor will consult with the SUNCOM NOC if a conflict exists for restoration of service as set forth above.
- 10.4 The Department reserves the right to alter the priority of restoration of service and will notify the Contractor by a call from the SUNCOM NOC to the Contractor's NOC.
- 10.5 The SUNCOM NOC may escalate an incident by calling the Contractor's NOC and speaking directly to the service manager.
- 10.6 A request for escalation will include the incident number assigned by the Contractor's NOC and the purpose of the escalation.

Contract 11.0 - DEPARTMENT STAFF TRAINING

- 11.1 The Contractor shall provide, on an annual basis and during the Contract Term at no additional cost, technical training on communications topics requested by the Department.
- 11.2 At the Department's sole discretion, SUNCOM Users shall be invited to attend such training classes in Tallahassee, Florida or other locations in the State.
- 11.3 The formula to determine the value of training the Contractors shall provide is as follows: for every dollar of business earned by the Contractor will provide 2% for training per year up to a maximum of \$25,000.00. Upon mutual agreement of the Parties, this training shall be provided

by the Contractor or by a third party specializing in a particular area of interest that is related to the Contract.

Contract 12.0 – GENERAL CONDITIONS

- 12.1 **Purchase Orders.** In contracts where commodities or services are ordered by the Department, Required User, or Eligible User via purchase order (also referred to as MFMP orders), Contractor shall not deliver or furnish products until the Department, Required User, or Eligible User transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Department, Required User, or Eligible User directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Department, Required User, or Eligible User. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. The Department, Required User, or Eligible User shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.
- 12.2 **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Department, Required User, or Eligible User specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.
- 12.3 **Price Changes** Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.
- (a) **Quantity Discounts.** Contractors are urged to offer additional discounts for one time delivery of large single orders. The Department, Required User, or Eligible User should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. The Department, Required User, or Eligible User shall document their files accordingly.
- (b) **Best Pricing Offer.** During the Contract Term, if the Department, Required User, or Eligible User becomes aware of better pricing offered by the Contractor to other similar governmental (or education) customers within the State of Florida ("Comparison Customer") for substantially the same or a similar terms of the Contract, in addition to all other remedies available to the State of Florida by law, at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
- (c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to the Department, Required Users, and Eligible Users. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- (d) **Trade-In.** The Contractor may not offer trade-in price discount as consideration for the procurement of products and services. One-time Proposal Price Discounts are permissible as part of the Calculator pricing which shall not include a trade-in discount.

- (e) Equitable Adjustment. The Department, Required User, or Eligible User may, with the consent of the Contractor, make an equitable adjustment in the Contract or CSA terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace.
- 12.4 Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Department, Required User, or Eligible User reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
- 12.5 Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain the Department's, Required User's, or Eligible User's property.
- 12.6 Inspection at Contractor's Site. The Department, Required User, or Eligible User reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 12.7 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 12.8 Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 12.9 Literature. Upon request, the Contractor shall provide access to, at no cost, literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 12.10 Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Department, Required User, or Eligible User places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Department, Required User, or Eligible User of any potential delivery delays. Evidence of inability or intentional delays shall be cause for CSA or purchase order cancellation and Contractor suspension.
- 12.11 Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the

appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with the Department, Required User, or Eligible User and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

- 12.12 Risk of Loss. Matters of inspection and acceptance are addressed in section 215.422, Florida Statute Risk of Loss will be assumed by the relevant party in accordance with Section 5.5.2. If the Risk of Loss remains with the Contractor, the Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Department, Required User, or Eligible User shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When the Department, Required User, or Eligible User rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Department, Required User, or Eligible User shall have the right to dispose of it as its own property. Contractor shall reimburse the Department, Required User, or Eligible User for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

- 12.13 Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprourement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

- 12.14 Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Department, Required User, or Eligible User in the special contract conditions section of the solicitation or in the Contract or purchase order.
- 12.15 Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Department, Required User, or Eligible User in writing, indicating the specific restriction. The Department, Required User, or Eligible User reserves the right and the complete discretion to accept any such alteration or to cancel the Contract or the CSA or Purchase Order at no further expense to the Department, Required User, or Eligible User.
- 12.16 Lobbying and Integrity. The Department, Required User, or Eligible User shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's, Required User's, or Eligible User's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.
- 12.17 Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, Required User, or Eligible User, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any

loss or damages proximately caused by the negligent act or omission of the State or a Department, Required User, or Eligible User.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and the Department, Required User, or Eligible User from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to claims based on: (i) a Product that has been modified by someone other than the Contractor; (ii) a Product that has been modified by the Contractor in accordance with Customer-provided specifications or instructions; (iii) the amount or duration of use which the Department makes of the Product, revenue earned by the Department from services it provides that use the Product, or services offered by the Department to external or internal Customers; or (iv) combination, operation, or use of a Product with non-Contractor products, software or business processes.

If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department, Required User, or Eligible User the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Department, Required User, or Eligible User the right to continue using the product, the Contractor shall remove the product and refund the Department, Required User, or Eligible User the amounts paid in excess of a reasonable rental for past use. The Department, Required User, or Eligible User shall not be liable for any royalties.

The Contractor's obligations under the preceding three paragraphs with respect to any legal action are contingent upon the State or the Department, Required User, or Eligible User giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense, including providing all information reasonably necessary. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department, Required User, or Eligible User in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

- 12.18 Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department, Required User, and Eligible User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

- Breaches of software licenses, export control laws and confidentiality provisions are considered direct damages under this agreement.
- 12.19 **Suspension of Work.** The Department may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. Also, the Department, Required User, or Eligible User may, in its sole discretion suspend any or all activities under a CSA or Purchase Order, at any time, when in the best interests of the State to do so. The Department, Required User, or Eligible User shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Department, Required User, or Eligible User shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order, as appropriate. Suspension of work shall not entitle the Contractor to any additional compensation.
- 12.20 **Termination for Convenience.** The Department, by written notice to the Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. Also, Department, Required User, or Eligible User, by written notice to the Contractor, may terminate their CSAs, not including Rental CSAs, or Purchase Order in whole or in part when the Department, Required User, or Eligible User determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 12.21 **Termination for Cause.** The Department may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Additionally, the Department, Required User, or Eligible User may terminate their CSA's or Purchase Orders if the Contractor fails to (1) deliver the product within the time specified in the CSA or Purchase Order or any extension, (2) maintain adequate progress, thus endangering performance of the CSA or Purchase Order, (3) honor any term of the Contract or CSA or Purchase Order, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract or CSA or Purchase Order arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the

- convenience of the Customer. The rights and remedies of the Department, Required User, or Eligible User in this clause are in addition to any other rights and remedies provided by law or under the Contract.
- 12.22 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department, Required User, or Eligible User. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Department, Required User, or Eligible User for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department, Required User, or Eligible User determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Department, Required User, or Eligible User, in which case the Department, Required User, or Eligible User may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department, Required User, or Eligible User with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, (3) terminate the Contract in whole or in part, or (4) the Department, Required User, or Eligible User may choose to work with the Contractor to come to an equitable solution.
- 12.23 Changes. The Department, Required User, or Eligible User may, with the consent of the Contractor, require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. If no agreement can be made, the Department, Required User, or Eligible User may terminate for convenience pursuant to Section 12.20 of this Contract.
- 12.24 Renewal. Upon mutual agreement, the Department, Required User, or Eligible User and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both Parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

12.25 **Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

12.26 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Department, Required User, or Eligible User, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Department, Required User, or Eligible User or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Department, Required User, or Eligible User in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.

12.27 **Assignment.** Upon submission and approval of any statutorily required novation or assignment requests, Contractor may assign the Contract and any order under the agreement to any of its affiliated entities or to any entity which the Contractor may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under the Agreement. However, in the event an assignment if the Department, Required User, or Eligible User decides to terminate the Agreement in accordance with Section 12.20 of this Contract, the Contractor shall continue to provide services under the Agreement for a period of at least ninety (90) after the assignment. The Department, Required User, or Eligible User may

assign the Contract with prior written notice to Contractor of its intent to do so. Any other assignment of the Agreement or any rights or obligations under the Contract without the express written consent of the other party will be invalid. The Contractor may subcontract any of their rights under this Contract. However, any subcontractor who provides for products for Rental, SUNCOM monthly support, and SUNCOM vendor management must be approved by the Department in writing prior to providing these services.

12.28 **Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

12.29 **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Department's, Required User's, or Eligible User's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Department's, Required User's, or Eligible User's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the Parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the Parties waive any right to jury trial.

12.30 **Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Department, Required User, or Eligible User and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Department's, Required User's, or Eligible User's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

Notwithstanding the requirements above, a Contractor may satisfy this section by submitting to the background checks only when it is required by law.

12.31 **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and the Department, Required User, or Eligible User in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to,

- security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or the Department's, Required User's, or Eligible User's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 12.32 Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 12.33 Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 12.34 Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 12.35 Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 12.36 Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Department, Required User, or Eligible User. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
- 12.37 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency

- insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.
- 12.38 Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 12.39 Modification of Terms. The Contract contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions between the Department, Required User, or Eligible User and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contractor. No oral agreements or representations shall be valid or binding upon the Department, Required User, or Eligible User or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department, Required User, or Eligible User. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. However, this section shall not apply to any third-party terms affixed to third-party products.
- The Department's, Required User's, or Eligible User's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
- However, End User Software License Agreements shall be applicable to the Department, Required User, or Eligible User to the extent that they do not conflict with any of the terms of the Contract.
- 12.40 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Department, non-Required User, and non-Eligible User purchases are independent of the agreement between the Department, Required User, or Eligible User and Contractor, and the Department, Required User, or Eligible User shall not be a party to any transaction between the Contractor and any other purchaser.
- State agencies wishing to make purchases from this agreement are required to follow the provisions of section 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.
- 12.41 Waiver. The delay or failure by the Department, Required User, or Eligible User or the Contractor to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Department's, Required User's, or Eligible User's or Contractor's right

- thereafter to enforce those rights, respectively, 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.
- 12.42 Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
- 12.43 Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 12.44 Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 12.45 Statutory Requirement. Where applicable, the requirements of subparagraphs Florida Statutes 287.058(1)(a) through (f) are hereby incorporated.

Contract 13.0 – SPECIAL CONDITIONS

- 13.1 Purchasing Card Program.
The State of Florida has implemented a purchasing card program, using the Visa platform ("P-card"). Contractor may receive payment from Required Users or Eligible Users by the purchasing card in the same manner as other Visa purchases. Visa acceptance for purchase is mandatory but is not the exclusive method of payment.
- 13.2 Instructions and Maintenance Manual.
At Acceptance, Contractor shall be required to furnish or provide electronic access to the SUNCOM User the instruction manual and maintenance manual for each part ordered. Bulletins, revisions, and corrections shall be provided for each system purchased, as they are issued by the manufacturer. Each instruction and maintenance manual shall contain definitions of terms, definition of equipment, equipment capabilities, technical descriptions of equipment operations, description of malfunction identifications, trouble shooting procedures and detailed schematic and use instructions.
- 13.3 Contract Reporting Requirements.
- 13.3.1 The Contractor shall submit to the Department the reports set forth below.
- 13.3.2 Quarterly sales report. Total dollar value of sales shall be identified by the categories set forth below with subtotals for each category:
- a. Purchase or Rental
 - b. Required User or Eligible User
 - c. Configuration Type
 - d. Customer name
- 13.3.3 Minority, Women, Small and Service Disabled-Veteran Owned Businesses ("CWMBE") report. Total spending with certified and other minority business enterprises directly related to transactions under the Contract shall be reported. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each CWMBE utilized during the period, commodities and services provided by the CWMBE, and the amount paid to each CWMBE on behalf of each Required User or Eligible User ordering under the terms of the Contract.
- 13.3.4 Each report shall include a header with information describing the report data such as reporting period, report date, Contractor's name and other descriptive information deemed appropriate by the Contractor.

- 13.3.5 The quarterly reporting period will correspond to the state fiscal year.
- 13.3.6 Each report shall be submitted to the Contract Manager identified in Section 13 of this Contract no later than twenty (20) business days following the end of each reporting period.
- 13.3.7 Submission of these reports is considered a material requirement of this Contract and the Contractor shall do so without prompting or notification by the Department.

13.4 Business Review Meetings.

In order to maintain the partnership between the Department and the Contractor, the Department may request a business review meeting monthly, or quarterly at a minimum. The business review meeting may involve, but is not limited to, the following:

- a. Review of Contractor's performance
- b. Review of minimum required reports
- c. Review of continuous improvement plans

The Department encourages the Contractor to identify opportunities to lower costs.

13.5 Contractor's State Contract Website.

This Contract is a public document. The Department has a website used to display State Term Contracts and product information to Eligible Users and other interested entities. The Contractor shall, develop and maintain their own State of Florida website to post approved and required Contract information, which shall include pricing, percentage discounts, terms, catalogs, ordering instructions, and descriptive information. The Contractor's website must maintain compatibility with the browser software being used by the Department, currently Internet Explorer 8.0 or higher. Contractor is responsible for any and all costs associated with maintaining the Contractor's website. The website must have the following required items:

- a. Accurate Contract pricing and items;
- b. Detailed item descriptions, model numbers, etc.
- c. Searchable text capabilities;
- d. Information to access product literature of awarded items;
- e. Links to the Contractor's home page, the history of the company, etc;
- f. Additional links to access technical product literature of awarded items;
- g. Authorized servicing dealers with current contact information;
- h. Offer as many photos as possible of awarded products; and
- j. Indicators of recycled product and minority manufactured products when possible.

Contract 14.0 - AUTHORIZED REPRESENTATIVES

14.1 Contract Administrator

- 14.1.1 The Department employee who is primarily responsible for maintaining the Contract administration file shall be as follows:

Christina Espinosa
 Departmental Purchasing
 Department of Management Services
 4050 Esplanade Way, Suite 380.9z
 Tallahassee, FL 32399-0950.
 Telephone: (850) 410-2404

E-mail: christina.espinosa@dms.myflorida.com

14.1.2 The Department may appoint a different Contract Administrator, which shall not constitute a need to amend the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Administrator.

14.2 Contract Manager

14.2.1 The Department employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be as follows:

Greg Prescott
 Division of Telecommunications
 Department of Management Services
 4030 Esplanade Way, Suite 235
 Tallahassee, Florida 32399-0950
 Telephone: (850) 850-414-7353
 E-mail: greg.prescott@dms.myflorida.com

14.2.2 The Department may appoint a different Contract Manager, which shall not constitute a need to amend the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

14.3 Contractor's Representative

Denise Yon
 Cisco Systems, Inc.
 7454 Heartland Circle
 Tallahassee, FL 32312
 (850) 284-9219
dyon@cisco.com

Contract 15.0 - MISCELLANEOUS

15.1 E-Verify Employment Eligibility Verification

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Contract Term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract Term.

15.2 E-Rate

The Schools and Libraries Program of the federal Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC), through its Schools and Libraries Division (SLD), under the direction of the Federal Communications Commission (FCC). The program provides discounts to assist most schools and libraries in the United States to obtain affordable eligible telecommunications, Internet access, and internal

connections. SUNCOM Users who have applied for E-Rate funding for eligible services and equipment from Contractor are referred to herein as "E-Rate SUNCOM Clients."

If the Contractor's authorized resellers or authorized dealers will provide one or more of the Contractor's requirements set forth in this Contract, that authorized reseller or authorized dealer will assume the obligations of the Contractor for this section. In that event, the Contractor will ensure that the authorized reseller or authorized dealer is in compliance with the obligations of this section.

Contractor, to be eligible to provide services to E-Rate SUNCOM Client under this Contract, must have obtained or applied to obtain a Service Provider Identification Number (SPIN) from USAC prior to execution of the Contract and shall provide relevant SPIN(s) to the Department. Contractor, to be eligible to provide services to E-Rate SUNCOM Client under this Contract, also is required to submit a Service Provider Annual Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with E-Rate rules and regulations. Contractor shall maintain eligibility as an E-Rate Service Provider under FCC rules and shall avoid being placed on "Red Light status" by the FCC for the duration of the Contract to be eligible to provide services to E-Rate SUNCOM Client under this Contract.

During the term of the Contract on those projects for which E-Rate rules and regulations apply, Contractor shall be required to take all appropriate action to provide services in compliance with the terms and conditions of the Contract and E-Rate rules and regulations. If Contractor becomes ineligible as an E-Rate Service Provider during the term of the Contract or becomes unwilling or unable to provide E-Rate eligible services in compliance with the Contract and E-Rate rules and regulations, the Department and its E-Rate SUNCOM Clients shall seek to change Contractors and, if applicable, seek substitute services in accordance with applicable E-Rate rules and procedures with respect to any on-going E-Rate eligible projects for the affected E-Rate SUNCOM Clients. If during the term of the Contract, due to circumstances within Contractor's control, Contractor becomes ineligible as an E-Rate Service Provider, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Contract, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, the following shall apply with respect to any on-going E-Rate eligible projects:

- A. Contractor shall be liable for the actual direct damages incurred by the Department and any affected E-Rate SUNCOM Client that has complied with applicable E-Rate rules and regulations as described in paragraphs A.1 and A.2 below, subject to the limitations set forth in Section 12.18.
 1. In the event that the Department and its E-Rate SUNCOM Clients change Contractors and seek substitute services pursuant to the above paragraph, direct damages shall include but not be limited to any amounts paid to the substituted Contractor above Contractor's price under this Contract for the terminated services. Contractor shall continue to provide the affected services to the Department and any affected E-Rate SUNCOM Clients until such time as the Department and any affected E-Rate SUNCOM Clients obtain substitute services as set forth above (Transition Period). In the event the Department or such E-Rate SUNCOM Clients are unable to obtain USAC approval to change to a new provider and such USAC denial is a result of the Contractor's actions not being an eligible reason for approving a change of service providers under E-Rate

rules, Contractor will be liable for the amount of E-Rate funding forfeited as a result.

2. If Contractor's violation of the E-Rate rules and regulations is the reason for E-Rate SUNCOM Clients' loss or forfeiture of E-Rate funding, in whole or in part, the value of the lost funding associated with Contractor violation will be considered direct damage under this subparagraph A.

For purposes of clarification and to avoid confusion, the Department will not hold Contractor responsible and Contractor will not be liable pursuant to subparagraph A above, if Contractor becomes ineligible as an E-Rate provider during the term of the Contract, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Contract, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, due to circumstances that are determined to be beyond Contractor's control.

- B. Invoicing.** The Department acknowledges that it has posted an E-Rate Form 470 in connection with the procurement, which is a prerequisite to E-Rate eligible entities utilizing the Contract awarded as a result of the procurement as the basis of E-Rate funding applications. Additionally, the Department acknowledges that some E-Rate SUNCOM Clients may be eligible and apply for discounts under E-Rate. Both Contractor and the Department agree that:

1. E-Rate has specific rules and regulations regarding the manner in which USAC and SLD approve funding requests, are presented billing and conducts audits in connections with funding under the E-Rate program; and
2. In order to ensure that the billing mechanisms and processes established pursuant to this Contract with respect to the applications of E-Rate SUNCOM Clients for discounts under the E-Rate program are in compliance with the E-Rate program requirements and regulations, the duties and responsibilities of each party are set forth in Section 7.0 of the Contract.

Contractor will provide such assistance as the Department and E-Rate SUNCOM Clients deem reasonable with respect to information needed to accurately and timely complete E-Rate forms and respond to USAC inquiries regarding the equipment and services provided herein. However, both Parties agree that Contractor shall not be deemed a consultant of the Department or E-Rate SUNCOM Clients.

15.3 Scrutinized Companies List

In executing this Contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statute, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

15.4 Survival of Obligations

Rights and obligations under the Contract, which by their nature should survive, including, but not limited to any and all payment obligations invoiced or CSA's entered into prior to the termination or expiration of the Contract, will remain in effect until the obligations are satisfied or until after termination or expiration of the CSA.

15.5 Event of Dispute

This Contract sets forth the entire understanding of the Parties. The following documents are not incorporated by reference as part of this Contract and none of terms and conditions of those documents shall be applicable unless specifically stated or adopted in this Contract. However, in the case of an ambiguity which requires extrinsic evidence to determine the intent of the Parties, the following documents shall have priority in the order set forth below:

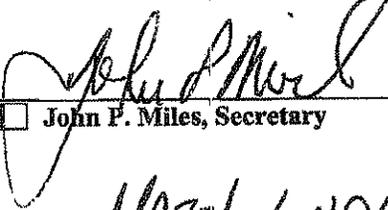
- 15.4.1 The Contract
- 15.4.2 ITN Number 6-730-000-Y, ITN Addendums, Amendments to the ITN
- 15.4.3 Contractor's response to ITN Number 6-730-000-Y
- 15.4.4 General Contract Conditions (PUR 1000)
- 15.4.5 General Instruction to Respondents (PUR 1001)

[End of Text This Page]

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized officers as of the dates signed below.

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

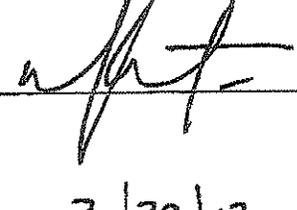
Approved as to form and legality by the
Department's Office of the General Counsel



John P. Miles, Secretary

Date

MARCH 1, 2012



Date

2/29/12

[Vendor]



Signature

Juan Pablo Brociman

Print Name

Controller Finance

Date

2/24/2012

APPROVED BY LEGAL

AMENDMENT TO CONTRACT 250-000-09-1

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**AMENDMENT 3
TO
State Term Contract No.: 250-000-09-1
Information Technology Hardware – Network Infrastructure**

This Amendment, effective September 8, 2012, is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Cisco Systems, Inc., (Contractor), and amends State Term Contract No. 250-000-09-1 (Contract).

Whereas, the Department awarded the Contract to Contractor for the provision of Information Technology Hardware – Networking Infrastructure (Category 2 – LAN/WAN Infrastructure Equipment, and Category 3 – Firewalls, and VPNs), pursuant to ITN No. 17-250-000-Y; and,

Whereas, the parties, upon mutual agreement, may renew the Contract, in whole or in part, for a period that may not exceed three years or the term of the contract; and,

Now therefore, in consideration of the mutual promises contained in the Contract, the parties agree to the following:

I. CONTRACT RENEWAL

The Department hereby executes its renewal option for a one-year period pursuant to Section 287.057(13), Florida Statutes.

II. DISCOUNT RATE

Upon the effective date of this Amendment, the contractor will provide the following average discount rates in Category 2 (LAN/WAN Infrastructure Equipment), and Category 3 (Firewalls, and VPNs):

Category 2 – 3.2%

Category 3 – 3.2%

SMARTnet (maintenance services – both Categories) – 5%

These discount rates reflect an increased or the same discount rates as the original contract.

III. REPORTING REQUIREMENTS

Section 5.6, of ITN No. 17-250-000-Y and Section 3.0 of Amendment 2 is superseded and entirely replaced with the following:

5.6 Contract Reporting Requirements

Each Contractor shall submit a sales report on a Quarterly basis. Reporting periods coincide with the State Fiscal Year:

- Quarter 1 - (July-September)
- Quarter 2 - (October-December)
- Quarter 3 - (January-March)
- Quarter 4 - (April-June)

Each Quarterly Sales Report must be in Excel format and shall include:

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- Contractor's Name and contact information as required on the Department of Management Services "Contract Quarterly Report"
- Detail of time period covered by included data
- Total sales including detail of list price and contract price
- Transaction detail will include: *

| | |
|-------------------------------|--|
| Part Number/SKU | Your product part number if applicable |
| Item / Service Name | Given name of item or service |
| MFG | Manufacturer, Publisher, Service Provider |
| Item Category | Description of the product category, according to attached table |
| Item Subcategory | Additional grouping for item |
| Product Description | Additional detail for item |
| Customer Name | State Agencies, Universities, Political Subdivisions, Other Eligible Users |
| NIJFP Code | National Institute of Government Procurement code |
| Florida Commodity Code | Florida Commodity Code |
| UOM | Unit of Measure |
| UOM Description | Description of unit of measure (see example) |
| Volume Quantity | Number of items/services purchased/provided |
| Order Date | Order date |
| Date Delivered | Delivered date to customer |
| Purchase Type | Purchase Order, Payment Card, Other |
| List Price | List price (Market + fee contracts use market price) |
| Contract Price | Contracted price with state per contract terms |
| Additional Fields | Any new information related to your company's products/services |

INITIAL: DG

INITIAL: DG

INITIAL: DG

Failure to provide quarterly and annual sales reports, including no sales, within 30 calendar days following the end of each quarter (January, April, July, and October) and/or contract year may result in the contract supplier being found in default and termination of the contract by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager.

IV. CONFLICT

To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. All other terms of the Contract remain in full force

V. WARRANTY OF AUTHORITY

Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

State of Florida,
Department of Management Services

Cisco Systems, Inc.

By: Kelly Lp11

By: Dana Giampetroni

Name: Kelly Lp11

Name: DANA GIAMPETRONI

Title: CPO and Director of State Purchasing

Title: DIRECTOR OF FINANCE

Date: 9/7/12

Date: Sept. 6, 2012

Approved as to form and legality

By: Bethany Ann
Office of the General Counsel

9/7/12
Date

DG * Cisco will use reasonable efforts to provide the transaction details and will train its resellers on their need to comply with the new reporting requirements. Cisco will notify the Department if Cisco becomes aware that there are issues with collecting the new data from the resellers and will work with the Department to address such issues accordingly.

DG



AGENDA MEMO

TO: Mayor & City Commission

AGENDA DATE: 8/5/2013

FROM: William D. Denny, Acting City Manager

AGENDA ITEM: 8 - A

SUBJECT: Public Hearing - Ordinance No. 11-2013, Provision for Non-Profit Organization Flea Markets, at second and final reading.

LOCATION:

Citywide

BACKGROUND:

The City of Deltona received requests from non-profit organizations in the past to allow for flea markets as a potential revenue source and to become more sustainable. Ordinance No. 11-2013 is provided as a method to address that request, which permits non-profit organizations with the ability to conduct up to two (2) flea markets per year, similar to that afforded to residential homeowners conducting garage sales.

Specifically, Ordinance No. 11-2013 would amend Chapter 22, "Businesses," Article V, "Garage Sales," Section 155, "Flea Markets" (a.k.a. Section 22-155) of the City's Code of Ordinances, as follows:

Sec. 22-155. – Flea Markets. *Flea Markets are prohibited within the city limits. It shall be unlawful to conduct, promote, or otherwise engage in operating a flea market within the municipal boundaries of the city. This section is not intended to apply to either a homeowner's garage sale or to a flea market by a non-profit organization, if no more than two such garage sales or two such flea markets are held in any ~~12-month period~~ calendar year and each lasts no longer than three consecutive days.*

ORIGINATING DEPARTMENT:

Planning and Development Services

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Attorney, Finance Director, Planning Director

**STAFF
RECOMMENDATION
PRESENTED BY:**

Becky Vose, Esq., City Attorney - Staff recommends that the City Commission adopt Ordinance No. 11-2013, at second and final reading, that amends Chapter 22, Businesses, Article V, Garage Sales, and Section 155, Flea Markets, to permit non-profit organizations to have up to two (2) flea markets per year.

**POTENTIAL
MOTION:**

"I hereby move to adopt Ordinance No. 11-2013, at second and final reading, that amends Chapter 22, Businesses, Article V, Garage Sales, and Section 155, Flea Markets, to permit non-profit organizations to have up to two (2) flea markets per year."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Ordinance No. 11-2013

ORDINANCE NO. 11– 2013

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING CHAPTER 22, “BUSINESSES,” ARTICLE V, “GARAGE SALES,” SECTION 155, “FLEA MARKETS,” TO PERMIT NON-PROFIT ORGANIZATIONS TO HAVE TWO FLEA MARKETS PER CALENDAR YEAR, 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 22, “Businesses,” Article V, “Garage Sales,” Section 155, “Flea Markets” of the Code of Ordinances of the City of Deltona, is hereby amended by revising Section 22-155 to read, as follows:

Sec. 22-155. – Flea Markets.

Flea Markets are prohibited within the city limits. It shall be unlawful to conduct, promote, or otherwise engage in operating a flea market within the municipal boundaries of the city. This section is not intended to apply to either a homeowner’s garage sale or to a flea market by a non-profit organization, if no more than two such garage sales or two such flea markets are held in any ~~12-month period~~ calendar year and each lasts no longer than three consecutive days.

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 and be made a part of the Code of Ordinances of the City of Deltona. The sections of this Ordinance may be renumbered or relettered 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, which shall remain in full force and effect.

City of Deltona
Ordinance No. 11-2013
Page 2 of 2

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2013.

FIRST READING: _____

ADVERTISED: _____

SECOND READING: _____

JOHN C. MASIARCZYK SR., MAYOR

ATTEST:

JOYCE RAFTERY, CMC, CITY CLERK

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

GRETCHEN R. H. VOSE, CITY ATTORNEY



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/5/2013

FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 8 - B

SUBJECT: Public Hearing - Resolution No. 2013-26, Community Development Block Grant (CDBG) for Program Years (PY) 2013-17, Annual Action Plan PY 2013-14, and for submittal to the U.S. Department of Housing and Urban Development (HUD).

LOCATION:

Citywide

BACKGROUND:

The City of Deltona is considered an Entitlement Jurisdiction for CDBG funds under HUD and is required to submit an Annual Action Plan, as well as a Five-Year Consolidated Plan (Consolidated Plan), listing the Strategies, Goals, and Objectives that the City will undertake every five (5) years. The Annual Action Plan is incrementally divided per Program Year to identify more specific goals, which were submitted as part of the Consolidated Plan. The Consolidated Plan will be effective for PY 2013-2017 and the Annual Action Plan will be effective for the first Program Year of 2013-2014.

Further, HUD created new software for Entitlement Jurisdictions to submit their plans and the formatting and statutory requirements have been automatically configured into this software. Upon City Commission approval of the Consolidated Plan and Annual Action Plan, the reports will be electronically submitted to HUD and the certifications and attachments will be mailed to the district HUD office in Jacksonville with the reports.

In accordance with Federal requirements, the City has complied with the Citizens Participation Plan in observation of a 30-day public comment period, where residents are provided an opportunity to comment on the Consolidated Plan and Annual Action Plan. Residents also had an opportunity to participate in the development process through strategic planning/focus sessions and by completing

resident needs surveys to establish funding strategy priorities. Two (2) public hearings have also been conducted that serve as opportunities for residents to provide comments.

The City has been allocated \$453,929 by HUD in funding for PY 2013-2014, to implement activities in minor housing repairs, public services, and public facility/improvements projects, as listed below:

Carryover from PY 2012-2013 - \$220,088

Danforth Avenue Drainage (\$10,000)
Mapleshade Street Drainage (\$170,000)
Keyes Lane Drainage (\$30,000)
Piedmont Drive Drainage (\$10,000)
Home Repair (\$88)

PY 2013-2014 Total Allocation - \$453,929

Administration Costs (\$90,786)
Home Repair (\$52,143)
Public Works Projects (\$100,000)
Social/Youth Services
 Council on Aging (\$10,000)
 Haven Recovery (\$10,000)
 New Hope Human Services/Mentoring (\$10,000)
 Take Stock in Children/Scholarships (\$16,000)
 Boys and Girls Club (\$10,000)
 Early Learning Coalition (\$10,000)
Parks Projects
 Dwight Hawkins Park Perimeter Fence (\$40,000)
 Dwight Hawkins Park Playground (\$70,000)
 Deltona Skate Park Court Resurfacing (\$35,000)

Total CDBG Grant Funding - \$674,017

ORIGINATING DEPARTMENT:

Housing and Community Development

SOURCE OF FUNDS:

HUD Community Development Block Grant Funds

COST:

N/A

REVIEWED BY:

City Attorney, Finance Director, Planning Director

STAFF RECOMMENDATION PRESENTED BY:

Diane D. Hicks, EDFP, Community Development Supervisor - Staff recommends that the City Commission approve Resolution No. 2013-26 for the City of Deltona's Five-Year Consolidated Plan for Program Years 2013-2017, for the Annual Action Plan for Program Years 2013-2014, and to authorize transmittal of the documents to the HUD.

**POTENTIAL
MOTION:**

"I hereby move to approve Resolution No. 2013-26 for the City of Deltona's Five-Year Consolidated Plan for Program Years 2013-2017, for the Annual Action Plan for Program Years 2013-2014, and to authorize transmittal of the documents to HUD."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Resolution No. 2013-26
- Consolidated/Annual Action Plan 072513

RESOLUTION 2013-26

A RESOLUTION OF THE CITY OF DELTONA, FLORIDA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FIVE YEAR CONSOLIDATED PLAN FOR PROGRAM YEAR 2013-2017 AND FOR THE FIRST ANNUAL ACTION PLAN FOR PROGRAM YEAR 2013-2014; AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE REQUIRED FEDERAL FORMS AND CERTIFICATIONS; AUTHORIZING SUBMITTAL OF THE PLAN; AUTHORIZING THE ADMINISTRATION OF THE PROGRAM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Deltona, Florida, is a Community Development Block Grant Entitlement City; and

WHEREAS, the City Commission of the City of Deltona desires to obtain federal Community Development Block Grant funds, and administer its Community Development Block Grant programs; and

WHEREAS, the United States Department of Housing and Urban Development requires all entitlement communities to submit a Five Year Consolidated Plan and an Annual Action Plan to compliment the five-year period to adhere to the requirements of applicable federal regulations; and

WHEREAS, the City of Deltona has prepared a Five-Year Community Development Block Grant Consolidated Plan and an Annual Action Plan that includes the federal application for funds and all required forms and certifications to apply for funds from the federal Community Development Block Grant Program, with the following provisions:

Section 1. The City of Deltona Five-Year Community Development Block Grant Consolidated Plan for Program Year 2013-2017, and the Annual Action Plan for Program Year 2013, attached hereto, is hereby approved.

City of Deltona, Florida
Resolution No. 2013-26
Page 2 of 3

Section 2. The Acting City Manager is hereby authorized and empowered to execute the federal forms and certifications required as part of the First Year Community Development Block Grant Action Plan.

Section 3. The Acting City Manager is hereby authorized to submit the Five-Year Community Development Block Grant Consolidated Plan and the first-year Annual Action Plan for Program Year 2013 as its request and approval for funding from the United States Department of Housing and Urban Development.

Section 4. The Acting City Manager or designee is hereby authorized to administer the Community Development Block Grant program, Consolidated Plan, Strategic Plan, Annual Action Plans, and Citizen Participation Program.

Section 5. This Resolution shall take effect immediately upon its final adoption by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, TO ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FIVE YEAR CONSOLIDATED PLAN FOR PROGRAM YEAR 2013-2017 AND FOR THE FIRST ANNUAL ACTION PLAN FOR PROGRAM YEAR 2013-2014.

ADOPTED BY the City Commission of the City of Deltona, Florida this 5th day of August, 2013.

JOHN C. MASIARCZYK, SR., Mayor

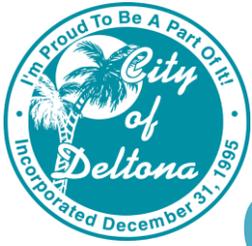
City of Deltona, Florida
Resolution No. 2013-26
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ATTEST:

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



FIVE YEAR CONSOLIDATED PLAN And ANNUAL ACTION PLAN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM



DELTONA CITY COMMISSION
(From Left to Right)

**Comm. Fred Lowry Jr., Comm. Nancy Schleicher, Vice Mayor Zenaida Denizac,
Mayor John C. Masiarczyk Sr.,
Comm. Heidi Herzberg, Comm. Chris Nabicht, Comm. Webster Barnaby**

2012



**Consolidated Program Years 2013-2017
Annual Action Plan Years 2013-2014**

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Note: This document contains the plans, objectives, and goals of the City of Deltona's anticipated use of funds under the Community Development Block Grant (CDBG) Program.

The City of Deltona is an Entitlement Community and is therefore eligible to receive funds directly from the U.S. Department of Housing and Urban Development (HUD). As such, the City is required to submit to HUD a Five-Year Consolidated Plan (ConPlan), and an Annual Action Plan (AAP), which will summarize the anticipated usage of funds from a broad concept of a five-year period, and then on an annual basis, break down or reduce the five year plan into a current AAP to provide more definitive plans to be undertaken in the very next year. Because the ConPlan looks five years ahead, it is not always possible to implement the projects identified for any number of reasons, including leveraging of funds, cancellation of projects, or other time constraints that could possibly affect the outcome. Under those conditions it may at times be necessary to amend the AAP associated with those projects. Funding to the City over the last five years has been approximately \$450,000 per year. For the upcoming Program Year we are anticipating roughly \$438,000 in Community Development Block Grant (CDBG) funds, although we have been advised to anticipate a reduction of funds for Program Year 2014 and thereafter. Deltona submitted its last ConPlan in 2008, which covered the period 2008-2012. In the previous ConPlan the City had experienced numerous problems with drainage, sewer and infrastructure resulting from tropical storms, which had significantly destroyed or damaged the City's systems. Because of this, approximately one-half of the funds projected over the next five years were applied to this one activity. Another area that the City has utilized funds is the public facility activity, where projects for park improvements had been rated consistently high on the priority list of the needs assessments. As it relates to public services, the City has utilized the maximum allowable for public services activities in promoting initiatives such as mentoring, tutorial and scholarship programs, wellness and nutrition, and senior activities. Housing rehabilitation activities were funded in a limited capacity only because of the additional funding received from the State of Florida's SHIP program. The current ConPlan will cover the years 2013-2017, and again the City will be using funds for infrastructure, public facility, and housing activities. We note that these funds will be leveraged with City general funds as well as State program funds for project implementation. The City's first AAP from the ConPlan will be for Program Year 2013-14. The purpose of both of the AAP and ConPlan are to provide information for the residents by listing the proposed activities to be implemented during the associated year. Citizens have been allowed, and are encouraged, to provide comments about the anticipated use of funds. Projects and activities are determined based on input provided to the City by resident survey results, as well as the demand for services indicated.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

There are three objectives and three outcomes that HUD uses under the CPD Performance Measurement System to measure performance. They are: DECENT HOUSING (DH-1) = Availability/Accessibility of Decent Housing. The City plans to continue to purchase abandoned, vacant, and foreclosed properties under the Neighborhood Stabilization Program to rehab and resell under the affordable and available objective. The City will sponsor/promote fair housing events, by which potential homeowners can capitalize on the resources available in housing finance and the local housing markets. (DH-2) = Affordability of Decent Housing -Assistance in the form of homebuyer or foreclosure assistance will be made available to persons who are eligible and qualify for services. The City will also promote homebuyer education classes. (DH-3) = Sustainability of Decent Housing-Provide rehabilitation and/or reconstruction of single family housing units. COMMUNITY DEVELOPMENT/PUBLIC SERVICES and PUBLIC FACILITIES IMPROVEMENT OBJECTIVES Suitable Living Environment (SL-1) = Availability/Accessibility. Provide essential infrastructure and public facility projects and activities. Increase services to youth, seniors, and disabled clients by establishing partnerships with non-profits and social service agencies. (SL-2) = Affordability-Provide scholarships and services based on sliding-fee rates to offset the cost of attending programs and/or obtaining services. Utilize leveraging options to offset the cost of services to apply against grant activities. SL-3 = Sustainability-Maintain City parks, roads, and facilities in good condition to facilitate demand for services. Maintain and/ or improve efficiency of tutorial programs and school grades. HOMELESSNESS – COMMUNITY DEVELOPMENT/PREVENTION (DH-3) = Provide subsidy for housing to prevent homelessness, assist with rents and deposits or relocation expenses, as needed. Pay rent/security deposits for eligible clients to prevent homelessness. Pay utility costs associated with connection fees for new services, or to avoid disconnection of services.

3. Evaluation of past performance

The City has over the past several years utilized funds to replace substandard drainage and infrastructure; to eliminate substandard housing; and to improve economic opportunities for the residents in relation to education and employment preparation. The City has for the past five years remarkably improved roads and drainage by leveraging funds to implement capital projects to enhance residential services and community and neighborhood improvements. During the past year, the City allocated 65% of its grant award for storm water and drainage improvements. Prior to that, 51% was allocated for the same category. The need for these services has, over time, been the greatest need for the City. Last year, there were seven (7) projects implemented using CDBG funds. Of those seven, three are 100% complete and the remaining four are phased out and will be completed in the upcoming year. Due to the aggressive manner, in which these projects have been implemented, going forth the City will be utilizing only about 20% of its funding for drainage and infrastructure improvements. Over the past year, and likewise for the past five years, the City has utilized a very small percentage of its funds for housing activities, roughly around 10%. Leveraging with funds received under the State Housing Initiatives Partnerships (SHIP) Program, the City was able to undertake owner occupied rehabilitation activities such as minor or emergency repairs, roofs, water/sewer connections, and septic tank repairs.

However, due to the State diverting funds from the SHIP Program to balance the State's budget, the City will, once again, only receive the minimal allocation of funds from the State, which amounts to about \$135,000. Because of this, we will be increasing the amount of CDBG funds about 20% for this year, and going forward, we are projecting about 25% of funds for the remainder of the five year period.

The City had maintained about \$200,000 in reserves from the SHIP Program from last year; however those reserves have now been depleted. During the past year the City continued to offer both a foreclosure prevention assistance program for homeowners at-risk of losing their homes, as well as a home-buyer education class for those who are potential homebuyers. Restrictions under the foreclosure prevention plan, which stipulated that those persons receiving assistance, must demonstrate the ability to continue to make payments after assistance was provided, actually prevented many persons from taking advantage of the program. We were, however, able to assist numerous persons under the homebuyer education program. Because of this requirement under the NSP Program, in order to purchase a home, homebuyers must complete an eight hour class. To date, we have successfully sold a total of ten (10) homes this program period and have acquired eight (8) more, while redeveloping one (1) new home. The City will continue to utilize its program income derived from the sale of existing properties to acquire more homes for rehab or redevelopment and for ultimate sale of the homes. Over the past year, the City has expended approximately \$603,000 in the NSP1 Program for acquisition and redevelopment and \$729,000 in NSP3. The difference in the two is attributed to the fact that NSP1 was well ahead in its purchase strategy before the roll-out of NSP3. The City, on an annual basis, utilized the 15% cap by regulation in the administration of the Public Service activities. For the past year the services were limited in this category to support such activities as youth services (i.e. after school or mentoring programs), youth educational programs, senior citizen activities, housing counseling, and other services. Activities in this area are contracted typically with non-profit, sub-recipient agencies, which report the progress and outcomes to the City, and are then monitored by City staff.

4. Summary of citizen participation process and consultation process

The City of Deltona, in accordance with 24 CFR 91.105, has an established Citizen Participation Plan, where notification is provided to the residents in the planning, preparation, projection and proposed usage of funds identified in both the Annual Action Plan and the Consolidated Plan. Citizens are afforded two public hearings and a 30-day comment period where they are encouraged to make comments and share their views on the anticipated use of funds; citizens are provided reasonable access to records regarding use of funds; citizens are given reasonable notice of any substantial amendments proposed to HUD; citizens are notified of workshops and presentations made to distribute funding, and finally, citizens are encouraged to complete a Needs Survey to identify priorities or needs that they feel are appropriate for the City to undertake.

5. Summary of public comments

Citizens' Complaints, as referenced in the City's Citizen Participation Plan: "Citizens who wish to register a complaint about any CDBG program activities may do so by writing the Department of Development Services Office at the following address: "Department of Development Services, Deltona City Hall, 2345 Providence Blvd. Deltona, FL 32725.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City has not failed to accept any public comments.

7. Summary

The City of Deltona receives an annual allocation of funds from HUD. The City has for the past five years received approximately \$500,000 annually. Over this time frame, funds have consistently dropped on an annual basis. For program year 2013-14 the City will receive \$453,929 for the CDBG Program. Anticipated uses of these funds are limited by the City for parks and recreation; stormwater or public works; and housing. The remaining funds are capped for use in public service at 15-percent and administration at 20-percent. Proposed use of the funds will be to make renovations to area parks for improvements and sports facility renovations; drainage improvements for storm water; minor or emergency repairs for owner occupied households; and a variety of public services including, tutorial/scholarship programs, senior citizen activities, homebuyer education classes, and after school programs. In addition to CDBG funds, the City has funds remaining from the Neighborhood Stabilization Program (NSP) in both NSP1 and NSP3 that it will continue to use to acquire decent, affordable housing for those who can qualify for the loan. State of Florida SHIP funds have been designated to the City in the amount of approximately \$135,000; with these funds the City plans to leverage and perform additional housing rehabilitation or minor repairs. The City has been awarded an Emergency Solutions Grant (ESG) from the State of Florida for homelessness prevention, for which eligible participants can receive a subsidy for rental assistance including security deposits and rent payments, utility assistance and moving/relocation assistance. The City estimates that once the program begins, it will serve about ten (10) clients.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|-------------|---------|-----------------------------------|
| Lead Agency | DELTONA | Planning and Development Services |

| Agency Role | Name | Department/Agency |
|-----------------------|--------------------|----------------------------|
| CDBG Administrator | Ms. Diane D. Hicks | Housing and Community Dev. |
| HOPWA Administrator | | |
| HOME Administrator | | |
| HOPWA-C Administrator | | |

Table 1 – Responsible Agencies

Consolidated Plan Public Contact Information

Diane D. Hicks

City of Deltona

2345 Providence Blvd. Deltona, FL 32725

386-878-8616

dhicks@deltonafl.gov PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Deltona plans to utilize information generated in consultation with other participating partners, educational units, social services, health and welfare agencies as well as financial lenders, realtors, citizens and homelessness service providers to address the needs and priorities to undertake in the Five-Year Consolidated Plan. The City has provided various venues to collaborate and receive information useful to this particular process, and is incorporating some of the feedback derived from those venues to prepare and address some of the issues raised of particular interest in housing, social services, economic development and public facilities. The City is actively engaged in addressing most of these needs at the present time, although with a couple of issues the City remains hopeful that we will obtain necessary resources or establish partnerships to adequately engage in meaningful insight to promote such observations. The City will be undertaking the following initiatives/strategies to address the concerns: 1) Continue to support affordable/available housing by acquiring as many properties as financially possible through utilizing NSP funds. 2) Continue to partner with non-profit and private for-profit agencies in providing wellness classes, social activities for elderly persons and teen-agers, tutorial programs for after-school, and scholarships for well-deserving high school students who maintain adequate GPA scores. 3) The City has through its general funds programs, developed an incentive program for micro-business development to support economic development activities. 4) As done in the past, the City will utilize a portion of its annual allocation to support the public facility projects and park projects.

Summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies

Deltona has partnered with a local chapter of Habitat for Humanity, a Community Housing Development Organization as well as two (2) housing counseling agencies to promote housing development and housing educational activities. These agencies are instrumental in identifying housing, assessing housing needs and preparing prospective homebuyers for home ownership and maintenance of homes once purchased. While the City does not have public housing, efforts to coordinate public housing for Deltona residents are channeled through Volusia County and nearby jurisdictions in the County, which does facilitate public housing. Deltona offers referrals to these agencies as requested. City staff participate in two programs designed to address the limited local access for residents to services in Deltona, where focus on health, disease, mental and general welfare of the population in western Volusia County of, which Deltona is located. In addition, the City is a collaborator in an on-going monthly event where various social service, non-profits, homelessness service providers, churches and other groups sponsor a united social service extravaganza to promote services to the residents and provide basic screenings, intake, and be a service provider for those in need.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Volusia-Flagler Coalition for the Homeless (VFCCH) is the lead agency for home services and serves as the agency for the Continuum of Care (CoC). Deltona partners with the VFCC in addressing and facilitating services; gathering information about resources available to those homeless persons in the City; participating in identifying volunteers to participate in the Point-in-Time Surveys where an actual count of the homeless is made. The City consults on an on-going basis with VFCCH to share resources pertaining to bed count, persons who are in the Homeless Management Information Systems (HMIS) system, unduplicated numbers for processing application for services, referrals and/or activities. The City also provides assistance in addressing the needs of homeless person through its partnerships with sub-recipient agencies who are Community Development Housing Organizations (CHDO) and also provide housing for homelessness and persons with substance abuse or mentally challenged individuals. Another means of utilizing vehicles to address homeless families comes through the City's involvement and participation with a School Board Program, which tracks enrolled school- age children who are homeless or at risk of becoming homeless.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

As lead agency, VFCCH is responsible for the coordination of all CoC activities. On a monthly basis, the VFCCH holds a monthly meeting for the purpose of planning, directing, advising and goal-setting for homelessness activities including initiatives and strategies to identify, and to alleviate homelessness as developed in a five and ten year plan to eliminate the homelessness. Because VFCCH is responsible for two counties, although Flagler County is a much smaller county and has a smaller population of homeless persons, the performance standards are compiled during sessions aimed at devising a

systematic format for recognizing and assessing the needs of those who are homeless. Both counties and the City of Deltona are represented at the monthly meeting. VFCCH stays abreast of funding opportunities, which any of the agencies or municipalities is eligible to apply for. VFCCH assists in the preparation of grant funding activities, provides the homelessness information, including statistics and data that ensures that the population to be served is properly aligned to conform to grant requirements. VFCCH has provided opportunities for training other agencies in the HMIS system, however the process is moving slowly because of staff turnovers and license fees to operate the system. Most agencies have opted to sub-contract with VFCCH for the provision of data input in the administration of the HMIS system. Under the ESG grant awarded to Deltona, the plans are to utilize staff from VFCCH thru contracted service to program the element of HMIS administration. At the present time the City is awaiting the contract from the State of Florida to present to the City Commission for approval and will then proceed with the implementation for administration.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions, consultations with housing, social service agencies and other entities.

| | | |
|---|--|--|
| 1 | Agency/Group/Organization | VOLUSIA COUNTY |
| | Agency/Group/Organization Type | Housing PHA Other government - County |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment Public Housing Needs |
| | How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | Volusia County participated in Deltona's Fair Housing Focus Group Session and provided information regarding challenges in providing affordable housing, the availability of housing and foreclosures in the County and how the impact was felt in terms of tax rolls and decreasing revenue to the County. They also addressed the plight of acquiring housing due to developers who were securing the foreclosed properties at a quicker pace because of the ability to pay cash and avoid lengthy processes. The purpose of consultation was to determine if one particular strategy for addressing home ownership, subsidy provisions, or types of housing units was more advantageous. Volusia County was also consulted regarding the Public Housing, Section 8 self-sufficiency program. The intent was to possibly capitalize on some of the County's Section 8 clients who had established a level of self-sufficiency to the degree that they would be good candidates to apply and qualify for the City's NSP program in the category of either Very-Low Income or Low-Income homebuyers. |
| 2 | Agency/Group/Organization | HAVEN RECOVERY CENTER INC. |
| | Agency/Group/Organization Type | Services-Victims of Domestic Violence Services-homelessness |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment Homelessness Strategy Homelessness Needs - Chronically homeless |

| | | |
|---|---|---|
| | <p>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</p> | <p>Haven Recovery is a sub-recipient of the City and also was a participant in a Fair Housing Focus Group Symposium. They were selected on the basis of the services they are engaged in and services provided to the City. Haven Recovery is also a CHDO and provides housing development activities. The outcomes from the consultation provided projections in terms of numbers as to the recidivism rate of persons with substance abuse/drugs and alcohol problems who have been housed in their facility either for treatment or who had remained there for an excessive amount of time and could potentially be considered chronic homeless. Results from these numbers were able to give baseline data to estimate whether funding currently utilized for substance abuse would need to be revisited and may be subject to a different approach. From the standpoint of housing, looking at redevelopment, the City has purchased vacant lots and will purchase additional lots in the future, as well as Deltona homes available within the NSP program that could possibly be donated to a non-profit for housing low-income persons. Because Haven Recovery has low-income participants we were looking to improve our chances of partnering in this aspect as well.</p> |
| 3 | <p>Agency/Group/Organization</p> | <p>COMMUNITY LEGAL SERVICES OF MID-FLORIDA</p> |
| | <p>Agency/Group/Organization Type</p> | <p>Service-Fair Housing</p> |
| | <p>What section of the Plan was addressed by Consultation?</p> | <p>Housing Need Assessment Market Analysis</p> |

| | | |
|---|--|--|
| | How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | Community Legal Services was consulted through the partnership that the City has developed with them as it relates to fair housing initiatives and to homebuyer education, lending, and foreclosure prevention. Community Legal Services has been very successful in conducting fair housing events for large venues and they are a HUD certified agency. The anticipated outcome was to have a discussion about promoting fair housing activities in Deltona. By doing so the prospective homebuyers will understand acceptable and unacceptable practices as it relates to looking for housing and/or purchasing a home. This action would not only provide beneficial to the clients but it would possibly expedite the time it takes in filing complaints and knowing what to file and when to file. |
| 4 | Agency/Group/Organization | WORC/UNITED CEREBRAL PALSY OF E. CENTRAL FL |
| | Agency/Group/Organization Type | Services-Persons with Disabilities |
| | What section of the Plan was addressed by Consultation? | Non-Homelessness Special Needs |
| | How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | WORC/United Cerebral Palsy was consulted based on an established partnership and through collaboration of focus groups planning. They were consulted to provide an overview of the non-homeless needs of the clients, in which they serve. Clients at WORC/UCP are mostly developmentally disabled clients who, although they have some abilities, they have other needs, which must be addressed in conjunction with other types of resources or devices. The proposed outcomes were to look at the segment of clients to establish future needs and prioritize funding under this particular heading. |
| 5 | Agency/Group/Organization | VOLUSIA/FLAGLER COALITION FOR THE HOMELESS |
| | Agency/Group/Organization Type | Services-homelessness Regional organization |

| | | |
|---|--|---|
| | What section of the Plan was addressed by Consultation? | Homelessness Strategy Homelessness Needs - Chronically homeless Homelessness Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth |
| | How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | Volusia-Flagler County Coalition for the Homeless (VFCCH) serves as the lead agency for homeless services in both Volusia and Flagler Counties. Because of this they are responsible for the oversight, management, planning, and alleviation of homeless needs for the County. They are also charged with applying for homelessness service grants on behalf of agencies in the County. The VFCCH was consulted as part of an initiative to properly address homelessness activities in both Deltona and the County. The anticipated outcomes are to utilize VFCCH to provide HMIS services to the City for the tracking of client data; to obtain homelessness counts and population to determine geographically where the larger portion of the homeless population for Deltona are situated; to stay abreast of the plans to eliminate the homelessness by continuing to attend monthly meetings; and to subcontract with the VFCCH eventually for case management programs for the City's ESG grant. |
| 6 | Agency/Group/Organization | Domestic Abuse Council, Inc. |
| | Agency/Group/Organization Type | Services-Victims of Domestic Violence |
| | What section of the Plan was addressed by Consultation? | Non-Homelessness Special Needs |

| | | |
|---|--|--|
| | How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | The Domestic Abuse Council was contacted as a collaborative partner who facilitates services with the City for looking at the rate of abuse in the County overall and then specifically Deltona. Deltona partners with an agency whose clients are victims or participants at the Abuse Clinic. The potential outcomes would be to assess timeline, and self-sufficiency ratios, and determine the present and future need for continued services to be provided to the sub-recipient on behalf of the City. |
| 7 | Agency/Group/Organization | Volusia County Schools |
| | Agency/Group/Organization Type | Other government - County |
| | What section of the Plan was addressed by Consultation? | Economic Development |
| | How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | Volusia County Schools participated in a Focus Group Session. They were consulted to offer trends in high school education as it relates to the shift in the economy. Because of job loss, foreclosure rates on homes over the past five years, and the impact it has had on households who had or hoped to have had a student in college, there has been a trend in education, which has had an impact on the economy. The outcome would be to use data to support the scholarship program that the City has established through school partnership and the Take Stock in Children program. |
| 8 | Agency/Group/Organization | Early Learning Coalition Flagler Volusia |
| | Agency/Group/Organization Type | Services-Children |
| | What section of the Plan was addressed by Consultation? | Anti-poverty Strategy |

| | | |
|----|--|--|
| | How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | Early Learning Coalition was a participant in the Focus Group Session, which focused on education and the economy. They were consulted with because the agency deals with children who are typically from low to very low income households. The anticipated outcomes would be to project changes in the household's economic condition that would prevent poverty or services geared toward those in poverty. |
| 9 | Agency/Group/Organization | MID FLORIDA HOUSING PARTNERSHIP |
| | Agency/Group/Organization Type | Service-Fair Housing |
| | What section of the Plan was addressed by Consultation? | Market Analysis Community Development |
| | How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | Mid-Florida Housing was consulted based on the established partnership with the City. They were chosen to look at the clients and to show the ratio of persons who are attempting to get housing as it relates to their ability to actually afford or obtain housing. The anticipated outcome will be to determine the level of assistance, or the additional pre-counseling services potential homeowners may require before becoming homeowners. |
| 10 | Agency/Group/Organization | Southwest Volusia Habitat for Humanity |
| | Agency/Group/Organization Type | Housing Regional organization |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment Anti-poverty Strategy |
| | How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | Southwest Habitat for Humanity is a housing development organization that works specifically with low income persons in obtaining housing. They were consulted for the purpose of creating housing development opportunities. The organization is vital to the City in promoting housing development under the NSP Program. |

| | | |
|----|--|--|
| 11 | Agency/Group/Organization | NEIGHBORHOOD CENTER OF WEST VOLUSIA |
| | Agency/Group/Organization Type | Housing Health Agency |
| | What section of the Plan was addressed by Consultation? | Homelessness Strategy |
| | How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? | Neighborhood Center of West Volusia was consulted for the purpose of collaborating for administering an ESG Grant. The anticipated outcomes would be to aid in the prevention of homelessness by administering a program geared to provide subsidy for rent and security deposits. |

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/State/Federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---------------------|--|--|
| Continuum of Care | Volusia-Flagler Coalition for the Homeless | There is one ultimate goal, and that is to alleviate homelessness. Developing collaborative partnerships, engaging in dialogue; conducting Point In Times Surveys to not only count the homeless but to identify hide-outs and the like, will promote more effective ways of providing mechanisms and plans to aggressively attack homelessness. |

Table 3 – Other local/regional/Federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City sponsored three separate focus group sessions to incorporate different levels of State and local governments, i.e. Department of Children and Families, Workforce Development, Council on Aging, etc. for the purpose of looking at deterrents to affordable housing, economic opportunity or non-housing issues, which Deltona could also include in the framework of its ConPlan. We were able to gather insight and information, which is pertinent to our programs as we move forward.

Narrative (optional):

Deltona was a participant in Volusia County's Community Assistance One-Year Action Plan Public Workshop Survey, which was also designed to gather feedback for the purpose of ascertaining needs for the County's program.

PR-15 Citizen Participation**1. Summary of citizen participation process/Efforts made to broaden citizen participation****Summarize citizen participation process and how it impacted goal-setting**

The City conducted three (3) Focus Group Forums to encourage public participation from a variety of venues with special efforts geared to low-income residents. The Focus Groups were categorized based on their industry and were allowed an opportunity to express their views or make comments about the development of the ConPlan. The groups consisted of participants including: Group 1 - Real estate agents, developers, landlords, and home builders; Group 2 - Elected/appointed officials, housing agencies, non-profits, social service agencies, planning and transportation professionals; and Group 3 - General public, residents. In addition, the City provided resident survey needs assessments to identify and prioritize the things most important to them. Results collected from both the feedback and input from the Focus Group, as well as the items listed in the surveys, provided the City with information needed to process and establish priorities for the multi-year funding cycle.

Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|-------------------|-------------------------|---------------------------|---------------------------------------|-------------------------------------|---|----------------------------|
| | | | | | | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/ attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (if applicable) |
|------------|------------------|-------------------------------|---|---|--|---|
| 1 | Focus Groups | Non-targeted/ broad community | Deltona indicated that they utilize every available medium to communicate and convey information to the residents in a manner that is consistent with our Citizens Participation Plan, and that opportunity for feedback is appropriately provided. Roughly a combined total of 85 persons attended the focus groups. | Comments were made about most residents not having Cable TV to see some of the announcements; not having access to certain newspapers; the City doesn't always provide documents in other languages; and, the City not having an interpreter available during business hours. | There were no comments, which were not accepted. | http://www.deltonafl.gov/Pages/DeltonaFL_Depts/DeltonaFL_CommDev/Fair%20Housing%20Focus%20Group%20Ad2.pdf |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/ attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|-------------------|-------------------------------|--|---|--|---|
| 2 | Internet Outreach | Non-targeted/ broad community | To identify the priorities that residents considered urgent. 54 responses. | Citizens considered public facilities, parks, economic development and housing as priority needs. | There were no comments, which were not accepted. | http://www.deltonafl.gov/Pages/DeltonaFL_Depts/DeltonaFL_CommDev/Residents%20Survey%20Spanish.pdf |

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Deltona has utilized a variety of sources to provide data relative to housing needs, including American Community Survey (ACS), Housing Demographic, Needs Assessment Surveys and the Institute for Economic Competitiveness. Deltona has an extremely high homeownership rate in comparison to the national average. According to the 2011 data from ACS, homeownership rate for Whites was about 86%, compared to 82% for Hispanics and 76% for African Americans. The outlook for housing needs over the next five years shows a dismal picture for homeownership, due to factors, including job loss and an extremely high rate of foreclosures in the City. Going forth into the next five years the priority need is likely to be for rental and public housing units, because of several factors including the increased unemployment rate, which is only slowly increasing.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a, b, & c)

Summary of Housing Needs

| Demographics | Base Year: 2000 | Most Recent Year: 2009 | % Change |
|--------------|-----------------|------------------------|----------|
| | | | |

| Demographics | Base Year: 2000 | Most Recent Year: 2009 | % Change |
|---------------|-----------------|------------------------|----------|
| Population | 69,543 | 83,427 | 20% |
| Households | 26,417 | 28,986 | 10% |
| Median Income | \$39,736.00 | \$48,678.00 | 23% |

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2005-2009 ACS (Most Recent Year)

Number of Households Table

| | 0-30% HAMFI | >30-50% HAMFI | >50-80% HAMFI | >80-100% HAMFI | >100% HAMFI |
|---|----------------|------------------|------------------|-------------------|----------------|
| Total Households * | 2,135 | 2,720 | 5,345 | 3,945 | |
| Small Family Households * | 775 | 1,055 | 2,355 | 10,585 | |
| Large Family Households * | 115 | 335 | 500 | 2,120 | |
| Household contains at least one person 62-74 years of age | 425 | 390 | 1,185 | 720 | 1,960 |
| Household contains at least one person age 75 or older | 380 | 634 | 970 | 395 | 1,124 |
| Households with one or more children 6 years old or younger * | 230 | 735 | 925 | 3,410 | |

* the highest income category for these family types is >80% HAMFI

Table 6 - Total Households Table

Data 2005-2009 CHAS

Source:

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

| | Renter | | | | | Owner | | | | |
|---|-----------|-------------|-------------|--------------|-------|-----------|-------------|-------------|--------------|-------|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total |
| NUMBER OF HOUSEHOLDS | | | | | | | | | | |
| Substandard Housing - Lacking complete plumbing or kitchen facilities | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 |
| Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing) | 0 | 10 | 0 | 0 | 10 | 0 | 0 | 0 | 0 | 0 |
| Overcrowded - With 1.01-1.5 people per room (and none of the above problems) | 15 | 15 | 10 | 60 | 100 | 0 | 50 | 0 | 55 | 105 |

| | Renter | | | | | Owner | | | | |
|---|-----------|-------------|-------------|--------------|-------|-----------|-------------|-------------|--------------|-------|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total |
| Housing cost burden greater than 50% of income (and none of the above problems) | 435 | 540 | 200 | 0 | 1,175 | 1,235 | 1,195 | 1,355 | 540 | 4,325 |
| Housing cost burden greater than 30% of income (and none of the above problems) | 15 | 85 | 540 | 315 | 955 | 145 | 295 | 1,260 | 1,155 | 2,855 |
| Zero/negative Income (and none of the above problems) | 10 | 0 | 0 | 0 | 10 | 125 | 0 | 0 | 0 | 125 |

Table 7 – Housing Problems Table

Data 2005-2009 CHAS

Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

| | Renter | | | | | Owner | | | | |
|---|-----------|-------------|-------------|--------------|-------|-----------|-------------|-------------|--------------|-------|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total |
| NUMBER OF HOUSEHOLDS | | | | | | | | | | |
| Having 1 or more of four housing problems | 450 | 575 | 210 | 60 | 1,295 | 1,235 | 1,245 | 1,355 | 590 | 4,425 |
| Having none of four housing problems | 95 | 125 | 800 | 715 | 1,735 | 225 | 780 | 2,980 | 2,575 | 6,560 |
| Household has negative income, but none of the other housing problems | 10 | 0 | 0 | 0 | 10 | 125 | 0 | 0 | 0 | 125 |

Table 8 – Housing Problems 2

Data 2005-2009 CHAS

Source:

3. Cost Burden > 30%

| | Renter | | | | Owner | | | |
|-----------------------------|-----------|-------------|-------------|-------|-----------|-------------|-------------|-------|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total |
| NUMBER OF HOUSEHOLDS | | | | | | | | |

| | Renter | | | | Owner | | | |
|----------------------|-----------|-------------|-------------|-------|-----------|-------------|-------------|-------|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total |
| Small Related | 240 | 395 | 330 | 965 | 500 | 530 | 1,370 | 2,400 |
| Large Related | 55 | 125 | 100 | 280 | 45 | 155 | 295 | 495 |
| Elderly | 75 | 4 | 75 | 154 | 580 | 575 | 565 | 1,720 |
| Other | 95 | 130 | 235 | 460 | 255 | 275 | 380 | 910 |
| Total need by income | 465 | 654 | 740 | 1,859 | 1,380 | 1,535 | 2,610 | 5,525 |

Table 9 – Cost Burden > 30%

Data 2005-2009 CHAS

Source:

4. Cost Burden > 50%

| | Renter | | | | Owner | | | |
|-----------------------------|-----------|-------------|-------------|-------|-----------|-------------|-------------|-------|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total |
| NUMBER OF HOUSEHOLDS | | | | | | | | |
| Small Related | 225 | 310 | 115 | 650 | 485 | 495 | 855 | 1,835 |

| | Renter | | | | Owner | | | |
|----------------------|-----------|-------------|-------------|-------|-----------|-------------|-------------|-------|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total |
| Large Related | 55 | 115 | 0 | 170 | 45 | 95 | 105 | 245 |
| Elderly | 75 | 4 | 0 | 79 | 475 | 325 | 215 | 1,015 |
| Other | 95 | 130 | 85 | 310 | 230 | 275 | 175 | 680 |
| Total need by income | 450 | 559 | 200 | 1,209 | 1,235 | 1,190 | 1,350 | 3,775 |

Table 10 – Cost Burden > 50%

Data 2005-2009 CHAS

Source:

5. Crowding (More than one person per room)

| | Renter | | | | | Owner | | | | |
|---------------------------------------|-----------|-------------|-------------|--------------|-------|-----------|-------------|-------------|--------------|-------|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total |
| NUMBER OF HOUSEHOLDS | | | | | | | | | | |
| Single family households | 15 | 25 | 10 | 45 | 95 | 0 | 50 | 0 | 55 | 105 |
| Multiple, unrelated family households | 0 | 0 | 0 | 15 | 15 | 0 | 0 | 0 | 0 | 0 |

| | Renter | | | | | Owner | | | | |
|------------------------------|-----------|-------------|-------------|--------------|-------|-----------|-------------|-------------|--------------|-------|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total |
| Other, non-family households | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total need by income | 15 | 25 | 10 | 60 | 110 | 0 | 50 | 0 | 55 | 105 |

Table 11 – Crowding Information – 1/2

Data 2005-2009 CHAS
Source:

| | Renter | | | | Owner | | | |
|----------------------------------|-----------|-------------|-------------|-------|-----------|-------------|-------------|-------|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total |
| Households with Children Present | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Table 12 – Crowding Information – 2/2

Data Source
Comments:

What are the most common housing problems?

N/A

Are any populations/household types more affected than others by these problems?

N/A

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance.

N/A

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates.

Not applicable.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness.

Not applicable.

Discussion

N/A

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has a disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The disproportionately greater need in housing is based on both income category and race factors. For some households, the needs are greater due to factors that have prevented them from achieving the realization of homeownership; either because of an inability to originate loans or

the inability to acquire income adequate to obtain suitable housing. Loan origination rates by income: Median income applicants (96-120%), approval or success rate was 52%. Moderate income applicants (81-95%), approval or success rate was 24%. Low income applicants (51-80%), approval or success rate was 24%. Loan origination by Ethnicity: Whites loan approval was 86%. Hispanics loan approval was 30%. African Americans loan approval was 4%. Very Low income applicants (<51%) approval or success rate was 17%.

0%-30% of Area Median Income

| Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|--------------------------------|---|--|---|
| Jurisdiction as a whole | 1,845 | 160 | 135 |
| White | 895 | 60 | 120 |
| Black/African American | 200 | 15 | 15 |
| Asian | 60 | 0 | 0 |
| American Indian, Alaska Native | 10 | 0 | 0 |
| Pacific Islander | 0 | 0 | 0 |
| Hispanic | 670 | 80 | 0 |

Table 13 - Disproportionately Greater Need 0 - 30% AMI

Data Source: 2005-2009 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. Has more than one person per room,
4. Cost Burden greater than 30%.

30%-50% of Area Median Income (AMI)

| Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|--------------------------------|--|---------------------------------------|--|
| Jurisdiction as a whole | 2,200 | 520 | 0 |
| White | 1,245 | 270 | 0 |
| Black/African American | 95 | 55 | 0 |
| Asian | 25 | 15 | 0 |
| American Indian, Alaska Native | 0 | 0 | 0 |
| Pacific Islander | 0 | 0 | 0 |
| Hispanic | 835 | 150 | 0 |

Table 14 - Disproportionately Greater Need 30 - 50% AMI

Data Source: 2005-2009 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. Has more than one person per room,
4. Cost Burden greater than 30%

50%-80% of Area Median Income

| Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|--------------------------------|--|---------------------------------------|--|
| Jurisdiction as a whole | 3,360 | 1,980 | 0 |
| White | 2,025 | 1,475 | 0 |
| Black/African American | 255 | 120 | 0 |
| Asian | 30 | 0 | 0 |
| American Indian, Alaska Native | 0 | 0 | 0 |
| Pacific Islander | 0 | 0 | 0 |
| Hispanic | 1,035 | 390 | 0 |

Table 15 - Disproportionately Greater Need 50 - 80% AMI

Data Source: 2005-2009 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. Has more than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

| Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|------------------|--|---------------------------------------|--|
| | | | |

| Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|--------------------------------|--|---------------------------------------|--|
| Jurisdiction as a whole | 2,120 | 1,825 | 0 |
| White | 1,070 | 1,090 | 0 |
| Black/African American | 195 | 195 | 0 |
| Asian | 0 | 35 | 0 |
| American Indian, Alaska Native | 0 | 0 | 0 |
| Pacific Islander | 0 | 0 | 0 |
| Hispanic | 810 | 495 | 0 |

Table 16 - Disproportionately Greater Need 80 - 100% AMI

Data Source: 2005-2009 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. Has more than one person per room, 4. Cost Burden greater than 30%

Discussion

The housing problem in the 0-30% AMI indicates that a ratio of 7% to 1% African American households, compared to White households, have no additional housing problems. This indicates that a disparity exists in another area and could be primarily due to the total population of Whites to African American at a ratio of approximately 8 to 1. This would mean that for a household with little income, the gap between the two groups is narrowed by 6%. In the 30%-50% category, African Americans verses Whites having none of the four housing problems indicates that there is a

disproportionate percentage of race related issues other than only cost burden or other housing issues. The Asian population has the fewest impediments (although a lesser overall population). For households in the 50%-80% category, Whites and African American have a cost burden.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b) (2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

0%-30% of Area Median Income

| Severe Housing Problems* | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|--------------------------------|--|---------------------------------------|--|
| Jurisdiction as a whole | 1,685 | 320 | 135 |
| White | 805 | 155 | 120 |
| Black/African American | 200 | 15 | 15 |
| Asian | 60 | 0 | 0 |
| American Indian, Alaska Native | 10 | 0 | 0 |
| Pacific Islander | 0 | 0 | 0 |
| Hispanic | 600 | 150 | 0 |

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2005-2009 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. Have more than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

| Severe Housing Problems* | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|--------------------------------|--|---------------------------------------|--|
| Jurisdiction as a whole | 1,820 | 905 | 0 |
| White | 965 | 545 | 0 |
| Black/African American | 75 | 75 | 0 |
| Asian | 25 | 15 | 0 |
| American Indian, Alaska Native | 0 | 0 | 0 |
| Pacific Islander | 0 | 0 | 0 |
| Hispanic | 750 | 235 | 0 |

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2005-2009 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. Have more than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

| Severe Housing Problems* | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|--------------------------------|--|---------------------------------------|--|
| Jurisdiction as a whole | 1,565 | 3,780 | 0 |
| White | 840 | 2,660 | 0 |
| Black/African American | 140 | 235 | 0 |
| Asian | 0 | 30 | 0 |
| American Indian, Alaska Native | 0 | 0 | 0 |
| Pacific Islander | 0 | 0 | 0 |
| Hispanic | 585 | 840 | 0 |

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2005-2009 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. Have more than 1.5 persons per room,
4. Cost Burden over 50%

80%-100% of Area Median Income

| Severe Housing Problems* | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|--------------------------|--|---------------------------------------|--|
| | | | |

| Severe Housing Problems* | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|--------------------------------|--|---------------------------------------|--|
| Jurisdiction as a whole | 650 | 3,290 | 0 |
| White | 210 | 1,950 | 0 |
| Black/African American | 60 | 330 | 0 |
| Asian | 0 | 35 | 0 |
| American Indian, Alaska Native | 0 | 0 | 0 |
| Pacific Islander | 0 | 0 | 0 |
| Hispanic | 365 | 940 | 0 |

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2005-2009 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. Have more than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b) (2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Housing Cost burdens are tied directly to employment and income; disproportionate cost burdens are impacted by several factors including education level, employment, household composition, and housing cost. A disproportionate need exists when the percentage point is 10% greater in one category than another when comparing the category as a whole.

Housing Cost Burden

| Housing Cost Burden | <=30% | 30-50% | >50% | No/negative income (not computed) |
|--------------------------------|--------|--------|-------|-----------------------------------|
| Jurisdiction as a whole | 17,085 | 5,960 | 5,810 | 135 |
| White | 12,005 | 3,625 | 2,965 | 120 |
| Black/African American | 1,465 | 465 | 430 | 15 |
| Asian | 140 | 50 | 85 | 0 |
| American Indian, Alaska Native | 15 | 0 | 10 | 0 |
| Pacific Islander | 0 | 0 | 0 | 0 |
| Hispanic | 3,275 | 1,780 | 2,285 | 0 |

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2005-2009 CHAS

Discussion:

In the <30% category, based on total ethnicity and race, Hispanics has a lower cost burden population-wise than the other two main categories, Whites and African Americans. The cost burden for Hispanics is 11% lower than the overall population, while Whites is 6% less and African Americans is 2% less than the total population. This means that African Americans have a higher cost burden than the other two races. In the 30-

50% category, there is a disproportionate cost burden between the Whites and both Hispanics and African Americans and between African Americans and Hispanics. Hispanics are severely cost burdened in this very low income class, in comparison with the other two, when looking at the overall race population, as is African Americans. Whites seem to again be roughly 16% lower in cost burden category than in total population. The cost burden for Hispanics and African Americans is in line with the unemployment rate and inability of these two incomes levels to find or attract more affordable housing, either by refinancing at lower rates or by the ability to qualify for a mortgage, which is now less expensive than renting in the Deltona market.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b) (2)

Are there any Income categories, in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

There were disproportionate needs in every income category. In most categories, the needs of Hispanics and African Americans were substantially higher than for Whites, as it relates to the proportion of the population they represented. The needs in housing are minimal in comparison to other needs; this would be because Deltona has a high rate of housing and the fact that the City has sponsored or provided homeownership and housing rehabilitation programs to assist residents. In the category of severe housing problems, due to unemployment and the inability of some ethnicities to be fully aware of all opportunities available for housing assistance, this area was also one that indicated Hispanics and African Americans had more severe housing problems.

If they have needs not identified above, what are those needs?

Rental housing constitutes a great need for the residents of Deltona due to the fact that foreclosures have affected so many households. Rental households across the board are paying in excess of 30% household income for housing costs. The average market rent rate far exceeds the maximum affordable rent for most low, very-low and extremely-low income households. These households will continue to spend in excess of 30% of their gross income to afford market rate rental housing.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Deltona has a very mixed community and it is comprised of all racial groups living in various quarters of the City. While there are areas of more low-income housing, those areas are not representative of any one ethnic group.

NA-35 Public Housing – 91.205(b)

Introduction

Deltona has no public housing. Residents in need of public housing are referred to Volusia County or Daytona Beach for assistance. Deltona has a high ratio of single family residential dwellings, and for this reason, public housing has not been a primary concern. Specifically, although there was a slight decrease in the number of available owner-occupied units due to foreclosures (the rate dropped from 82% to 72% from 200 to 2010), the rate is still high. Rental units occupied during the same period increased from 12% to 16% and vacancies increased due to foreclosures from 6% to 11%. Another contributing factor is the AMI for the area; Deltona has an AMI of \$50,420, indicating that there is a lesser need in the City for public housing.

Totals in Use

| Program Type | | | | | | | | | |
|----------------------------|-------------|-----------|----------------|----------|-----------------|----------------|-------------------------------------|----------------------------|------------|
| | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | | |
| | | | | Total | Project - based | Tenant - based | Special Purpose Voucher | | |
| | | | | | | | Veterans Affairs Supportive Housing | Family Unification Program | Disabled * |
| # of units vouchers in use | 0 | 0 | 0 | 717 | 0 | 710 | 7 | 0 | 0 |

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

| | Program Type | | | | | | | |
|---|--------------|-----------|----------------|----------|-----------------|----------------|-------------------------------------|----------------------------|
| | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | |
| | | | | Total | Project - based | Tenant - based | Special Purpose Voucher | |
| | | | | | | | Veterans Affairs Supportive Housing | Family Unification Program |
| Average Annual Income | 0 | 0 | 0 | 12,354 | 0 | 12,336 | 14,225 | 0 |
| Average length of stay | 0 | 0 | 0 | 5 | 0 | 5 | 0 | 0 |
| Average Household size | 0 | 0 | 0 | 2 | 0 | 2 | 1 | 0 |
| # Homeless at admission | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 |
| # of Elderly Program Participants (>62) | 0 | 0 | 0 | 127 | 0 | 125 | 2 | 0 |
| # of Disabled Families | 0 | 0 | 0 | 169 | 0 | 165 | 4 | 0 |
| # of Families requesting accessibility features | 0 | 0 | 0 | 717 | 0 | 710 | 7 | 0 |

| Program Type | | | | | | | | |
|------------------------------------|-------------|-----------|----------------|----------|-----------------|----------------|-------------------------------------|----------------------------|
| | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | |
| | | | | Total | Project - based | Tenant - based | Special Purpose Voucher | |
| | | | | | | | Veterans Affairs Supportive Housing | Family Unification Program |
| # of HIV/AIDS program participants | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| # of DV victims | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

| Program Type | | | | | | | | |
|--------------|-------------|-----------|----------------|----------|-----------|----------|-------------------------|--|
| Race | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | |
| | | | | Total | Project - | Tenant - | Special Purpose Voucher | |

| | | | | | based | based | Veterans Affairs Supportive Housing | Family Unification Program | Disabled * |
|----------------------------------|---|---|---|-----|-------|-------|--|----------------------------------|---------------|
| White | 0 | 0 | 0 | 379 | 0 | 375 | 4 | 0 | 0 |
| Black/African American | 0 | 0 | 0 | 335 | 0 | 332 | 3 | 0 | 0 |
| Asian | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 |
| American Indian/Alaska Native | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 |
| Pacific Islander | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 |
| Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 24 – Race of Public Housing Residents by Program Type

Data Source:

PIC (PIH Information Center)

Ethnicity of Residents

| Program Type | | | | | | | | | |
|--------------|-------------|-----------|----------------|----------|-----------------|----------------|-------------------------------------|----------------------------|------------|
| Ethnicity | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | | |
| | | | | Total | Project - based | Tenant - based | Special Purpose Voucher | | |
| | | | | | | | Veterans Affairs Supportive Housing | Family Unification Program | Disabled * |
| Hispanic | 0 | 0 | 0 | 208 | 0 | 208 | 0 | 0 | 0 |
| Not Hispanic | 0 | 0 | 0 | 509 | 0 | 502 | 7 | 0 | 0 |

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source:

PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Not applicable to Deltona.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Not applicable, Deltona has no public housing.

How do these needs compare to the housing needs of the population at large

Not applicable.

Discussion

Not applicable.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The information below represents the most recent data (2012) from the Volusia-Flagler Coalition for the Homeless, which is the lead agency for the Continuum of Care for the Deltona area.

Homeless Needs Assessment

| Population | Estimate the # of persons experiencing homelessness on a given night | | Estimate the # experiencing homelessness each year | Estimate the # becoming homeless each year | Estimate the # exiting homelessness each year | Estimate the # of days persons experience homelessness |
|--|--|-------------|--|--|---|--|
| | Sheltered | Unsheltered | | | | |
| Persons in Households with Adult(s) and Children | 0 | 80 | 80 | 45 | 25 | 17,252 |
| Persons in Households with Only Children | 0 | 0 | 0 | 0 | 0 | 0 |
| Persons in Households with Only Adults | 1,882 | 240 | 2,010 | 1,285 | 1,150 | 120 |
| Chronically Homeless Individuals | 288 | 1 | 45 | 30 | 20 | 220 |

| Population | Estimate the # of persons experiencing homelessness on a given night | | Estimate the # experiencing homelessness each year | Estimate the # becoming homeless each year | Estimate the # exiting homelessness each year | Estimate the # of days persons experience homelessness |
|-------------------------------|--|-------------|--|--|---|--|
| | Sheltered | Unsheltered | | | | |
| Chronically Homeless Families | 0 | 0 | 10 | 0 | 1 | 15 |
| Veterans | 50 | 33 | 40 | 35 | 25 | 180 |
| Unaccompanied Children | 0 | 0 | 0 | 0 | 0 | 0 |
| Persons with HIV | 0 | 0 | 0 | 0 | 0 | 0 |

Table 26 - Homeless Needs Assessment

Data Source

Comments:

Indicate if the homeless population is: Has No Rural Homelessness

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

The category for estimated number of persons without children becoming and exiting homelessness each year is not estimated because the Coalition partners with several agencies that provide transitional housing.

Nature and Extent of Homelessness: (Optional)

| Race: | Sheltered: | Unsheltered (optional) |
|----------------------------------|-------------------|-------------------------------|
| White | 0 | 0 |
| Black or African American | 0 | 0 |
| Asian | 0 | 0 |
| American Indian or Alaska Native | 0 | 0 |
| Pacific Islander | 0 | 0 |
| Ethnicity: | Sheltered: | Unsheltered (optional) |
| Hispanic | 0 | 0 |
| Not Hispanic | 0 | 0 |

Data Source

Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The City has no quantified data isolating veterans as a sub-category for this group.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Homelessness in Volusia and Flagler County is representative of homelessness in other cities as well. The population is greatest for Whites, which comprise of 75% of all persons. African Americans represent 21% of the total and Hispanics comprises roughly 10%, with the remaining portion being between American Indians and Asians.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Unsheltered homelessness is more prevalent among single men and veterans, due to the population needing housing for these two groups. Transitional (sheltered) housing is limited, although available in some regards, especially to veterans or those who have substance abuse problems that are associated with homelessness. Sheltered housing is typically more accessible for single women and women with children. A variety of social service agencies are usually more prone to open housing quarters for women with children, because the need is not as great for men.

Discussion:

Volusia-Flagler Coalition for the Homeless relies on counts from the School Board as well as other agencies to provide them with information regarding homeless children because families are the most difficult category to count.

NA-45 Non-Homelessness Special Needs Assessment - 91.205 (b & d)

Introduction:

Information contained in the section will include the Non-Homeless Special Needs of residents in the Deltona area.

Describe the characteristics of special needs populations in your community:

The characteristics are the elderly persons; developmentally disabled; those who suffer from substance abuse or mental illness and those who are HIV/AIDS victims.

What are the housing and supportive services needs for these populations, and how are these needs determined?

The housing and supportive needs are housing assistance including rental-assistance and security deposits; housing rehabilitation (i.e., roofs, septic, HVAC, transportation, job training for disabled persons, transitional housing, substance abuse treatment, utility payments, food and clothing vouchers, etc.).

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

There are a very small percentage of residents from Deltona identified with the HIV/AIDS virus. Information from our data source reveals that only four (4) persons in this area are included in this population.

Discussion:

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction’s need for Public Facilities:

Public facilities are one of the top five priorities that the City has been working on for the past few years. Although the City has an adequate share of parks and neighborhood centers, many of them are in need of repairs, renovation or reconstruction. Some simply need new equipment or supplies. All of the parks are well used, as the City has in excess of 86,000 people.

How were these needs determined?

The need for public facilities was identified by the survey of needs assessments by residents, as being one of the top five needs of the City. Because of the number of parks in Deltona, and due to limited funds, it takes time for the City to provide improvements to all of the area parks, resulting in some parks or facilities with higher needs than others.

Describe the jurisdiction’s need for Public Improvements:

There is great demand for public improvements, and for the past five years the City has consistently funded this activity. The need for public improvements is prevalent because of major factors. Tropical storm and hurricane damage to infrastructure in 2008 culminated in the need for the City to replace a greater part of its drainage and sewer that required replacement of failing and aged stormwater facilities. For this reason the City has capital projects for drainage that will be on-going for the next five years.

How were these needs determined?

These needs are based on field checks, performance, drainage-runoffs, floods and the fact that the City is investing money into maintenance and repairs. Feasibility analysis suggests that over a period of time, almost half of the system’s infrastructure will require some level of maintenance/repairs. This supports the fact that public improvements were within the five top priorities as identified by the residents.

Describe the jurisdiction’s need for Public Services:

Deltona has a severe need for public services, mainly because the City does not have social services or a human service department. The residents in the City are very limited in terms of services that are accessible to them. Deltona is located in western Volusia County, which is lacking in terms of essential services that many jurisdictions have as its disposal.

How were these needs determined?

These needs are predicated on the unavailability of the most basic services including after school programs, walk-in -clinics, food stamp processing centers, unemployment offices, and wellness programs. Residents also assessed that these services are needed.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

According to the latest census information (2010) Deltona has a housing supply stock of roughly 34,089 units, and 3,866 or 11.3% are vacant. This was an increase from 26,417 in year 2000, or an increase of 29%. Of the current available units, 72% are owner occupied and 16% are renter-occupied. The median housing value was \$166,000 and the median rent was \$881, between 2007 and 2011. Given the past year’s real estate value decrease, the new median value is much less. Most of the homes in the area were built after 1979 (79%). About 21% of the units were built prior to 1979 and, based on national standards; these units may contain lead-based paint. Such units are more likely to need greater repairs. There is no information available to conclude homelessness housing or housing for persons with disabilities. The most prevalent barrier to affordable housing in Deltona is associated with the difficulty in obtaining mortgage loans for the African Americans and Hispanics households; next to this is the unemployment rate or the unavailability of high-skilled/high wage jobs. Commute time to areas where work is somewhat easier to find is about 37 minutes on average.

MA-10 Number of Housing Units – 91.210(a) & (b) (2)

Introduction

Housing units in Deltona increased 29% within the period from 2000-2010. This increase is due to the fact that Deltona was a prime location for affordable housing. As noted below, there is an abundance of single family dwelling units. Due to the excessive foreclosure rate over the past few years, there is also an increased level of rental houses available in the City. Multi-family units are still at a 1% rate, and mobile homes are under 0.5%. Although there are plenty of single homes available, there is still a need for multi-family units, as the high unemployment rate continues to affect the ability of the lower income population to achieve single family housing.

All residential properties by number of units

| Property Type | Number | % |
|----------------------------------|---------------|----------|
| 1-unit detached structure | 30,449 | 95% |
| 1-unit, attached structure | 225 | 1% |
| 2-4 units | 953 | 3% |
| 5-19 units | 200 | 1% |
| 20 or more units | 126 | 0% |
| Mobile Home, boat, RV, van, etc. | 159 | 0% |
| Total | 32,112 | 100% |

Table 27 – Residential Properties by Unit Number

Data Source: 2005-2009 ACS Data

Unit Size by Tenure

| | Owners | | Renters | |
|--------------------|--------|------|---------|------|
| | Number | % | Number | % |
| No bedroom | 51 | 0% | 15 | 0% |
| 1 bedroom | 150 | 1% | 114 | 3% |
| 2 bedrooms | 3,952 | 16% | 1,324 | 30% |
| 3 or more bedrooms | 20,416 | 83% | 2,964 | 67% |
| Total | 24,569 | 100% | 4,417 | 100% |

Table 28 – Unit Size by Tenure

Data Source: 2005-2009 ACS Data

Describe the number and targeting (income level/type of family served) of units assisted with Federal, State, and local programs.

Utilizing CDBG funds, the City is only able to provide rehabilitation assistance to low and very low income persons. Under this program, the City has targeted and will continue to target 50% to each income household level. Under the Neighborhood Stabilization Program (NSP) the City is required to target 25% of available funds to Very-Low income households. The other two, Low and Moderate income households, are not restricted. Up to the present time, the City has purchased 73 homes and has targeted the 25% set-a-side to Very Low income applicants, and has sold the remaining to Low Income (roughly 55%), and Moderate Income (about 20%) applicants. Going forth we will continue to utilize a set-a-side and will use the remainder to apply based on the final selling price and the amount of subsidy provided to determine household composition. Under the SHIP Program from the State of Florida, because of very limited funding received over the past three years and the anticipated amount of funds for this year, we've been very limited in the ability to provide housing assistance. Of those that did receive assistance, they were low-income clients. However, the funds received from SHIP will be allocated to servicing a waiting list, which is comprised of elderly and disabled clients who are very-low income. It is estimated that 3-5 homeowners will be assisted.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

The City does not have a Section 8 Program, and has no units in its affordable housing inventory except those units that the City is for selling as affordable housing units through the NSP. The potential difficulty the City would have would be in acquiring many properties for affordable housing because of competition with developers and investors who are able to not only afford to acquire the homes can acquire properties sooner than the City. Probably 60% of the total number of available properties will not be obtainable due to time constraints of both being notified of available properties and going through the acquisition processes and procedures once the information is received.

Does the availability of housing units meet the needs of the population?

While there is sufficient housing, there is a lack of affordable housing including affordable rental property that is affordable. As has been stated, the rental housing market units are beyond the means of most families to afford. However, the City does not have a program with available funds for rental assistance.

Describe the need for specific types of housing:

Does the availability of housing units meet the needs of the population?

While there is sufficient housing, there is a lack of affordable housing including rental that actually meets the ability of the residents in need of housing to pay. The rental housing market units are beyond the means of most families to afford, the City does not have a program with available funds through, which rental assistance is provided.

Describe the need for specific types of housing:

Multi-family units are needed. Single family dwelling units are available. However, the affordability and the household composition remains a problem.

Discussion

Deltona has housing, but Deltona lacks affordable and available housing to meet the current needs of the residents. This is due to a couple of problems. Unemployment here is still high and as in other places contributes to high demand for affordable housing. The demographic, race and

ethnic characteristics play a significant part in this as well. The White population, being in excess of 70%, has affected the accessibility of other racial groups, African Americans and Hispanics, from having the same access to housing. This statement is based on the percentage of approved mortgages as well as the rate of jobs that are extended to Whites because the education level is generally higher than that of the other two groups. Therefore Whites tend to enjoy the benefit of having high wage jobs, which makes it possible for them to afford higher priced homes. The result tends to be that housing opportunities become less advantageous for other income populations.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Deltona was plagued with one of the highest rates of foreclosures in the nation just a few years ago. Due to loss of affordable and available single housing units, there has been a great demand for rental housing. This is associated with the fact that unemployment in the entire County was at 12.5% during the time. Most recent information obtained indicated that across the board, in all income levels and races of people, there is a significant housing cost burden of up to 40-50%. The trends with rentals are because of the unaffordability of housing and the rental rates are increasing, which are typically higher than they have nationally been. The need for rental units drives the market; therefore landlords are able to set the prices high because options are limited.

Cost of Housing

| | Base Year: 2000 | Most Recent Year: 2009 | % Change |
|----------------------|------------------------|-------------------------------|-----------------|
| Median Home Value | 82,000 | 180,800 | 120% |
| Median Contract Rent | 580 | 877 | 51% |

Table 29 – Cost of Housing

Data 2000 Census (Base Year), 2005-2009 ACS (Most Recent Year)

Source:

| Rent Paid | Number | % |
|------------------|---------------|---------------|
| Less than \$500 | 548 | 12.4% |
| \$500-999 | 3,018 | 68.3% |
| \$1,000-1,499 | 787 | 17.8% |
| \$1,500-1,999 | 57 | 1.3% |
| \$2,000 or more | 7 | 0.2% |
| Total | 4,417 | 100.0% |

Table 30 - Rent Paid

Data Source: 2005-2009 ACS Data

Housing Affordability

| % Units affordable to Households earning | Renter | Owner |
|---|---------------|--------------|
| 30% HAMFI | 90 | No Data |
| 50% HAMFI | 250 | 605 |
| 80% HAMFI | 1,635 | 3,070 |
| 100% HAMFI | No Data | 4,610 |
| Total | 1,975 | 8,285 |

Table 31 – Housing Affordability

Data Source: 2005-2009 CHAS

Monthly Rent

| Monthly Rent (\$) | Efficiency (no bedroom) | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom |
|--------------------------|--------------------------------|------------------|------------------|------------------|------------------|
| Fair Market Rent | 0 | 0 | 0 | 0 | 0 |
| High HOME Rent | 0 | 0 | 0 | 0 | 0 |
| Low HOME Rent | 0 | 0 | 0 | 0 | 0 |

Table 32 – Monthly Rent

Data Source Comments:

Is there sufficient housing for households at all income levels?

There is a lack of sufficient housing for at least two groups: extremely low and very-low income households. In the categories of affordability and availability, there are residents who have trouble finding housing. Section 8, administered by the County has helped but it has a waiting list. The City has housing for sale to eligible very low income households. However, the case has been that many of the households survive from government payments, in which the housing costs will present a cost burden, and banks are not willing to afford 1st mortgage financing.

How is affordability of housing likely to change considering changes to home values and/or rents?

In the Deltona area, home values are increasing. For this reason alone, many households, which would qualify under the City's NSP Program, can do so no longer because of the increase in value. However, in some situations, the anticipated turn around in the economy will enable some households to either pay increased rents or to potentially save enough income to secure a mortgage.

How do HOME rents/Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Deltona does not receive HOME funds.

Discussion

Information contained in this report indicates that the greater population (68%) of households, which rents pays between \$500-999. Deltona households in the categories of low income renter and low income homeowners both pay more than 50% of their income in housing.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

Deltona has a relative high ratio of owner occupied single family units in comparison with other local cities; the fact that the AMI for Deltona is in excess of \$50,000 has contributed to the owner-occupied aspect. However, Deltona has had one of the highest rates for foreclosures in the nation. This situation has placed a damper on the affordability and the availability of homes because of the number of households who were displaced under foreclosures. When coupled with the excessively high unemployment rate for the County (12%), there was a sudden surge in demand for rental properties. This demand drove the cost of rents up. With job-loss, reduction in hours, and a higher cost of living, the cost burden for housing gradually increased beyond the 30% mark. Although most homes constructed in Deltona were done after the 1980's, there are still homes in the lower income areas of the City that are in a vast need of repair or replacement. These homes are older and tend to be somewhat neglected notwithstanding the fact that they are occupied. While the City has no target housing to serve the population of the disabled or persons with HIV/AIDS; funds have been made available and partnerships formed to support housing to provide rehabilitation or rental assistance.

Definitions

Substandard housing is housing, that because of physical, structural, or permitting issues has made it unsafe for habitation. Substandard condition but suitable for rehabilitation means that based on the physical, structural or permitting issues there is a salvageable aspect to the unit that, with rehabilitation, will make it safe for habitation.

Condition of Units

| Condition of Units | Owner-Occupied | | Renter-Occupied | |
|--------------------------------|----------------|------|-----------------|------|
| | Number | % | Number | % |
| With one selected Condition | 9,572 | 39% | 2,399 | 54% |
| With two selected Conditions | 67 | 0% | 51 | 1% |
| With three selected Conditions | 0 | 0% | 0 | 0% |
| With four selected Conditions | 0 | 0% | 0 | 0% |
| No selected Conditions | 14,930 | 61% | 1,967 | 45% |
| Total | 24,569 | 100% | 4,417 | 100% |

Table 33 - Condition of Units

Data Source: 2005-2009 ACS Data

Year Unit Built

| Year Unit Built | Owner-Occupied | | Renter-Occupied | |
|-----------------|----------------|-----|-----------------|-----|
| | Number | % | Number | % |
| 2000 or later | 5,028 | 20% | 979 | 22% |
| 1980-1999 | 14,768 | 60% | 1,923 | 44% |
| 1950-1979 | 4,567 | 19% | 1,474 | 33% |

| Year Unit Built | Owner-Occupied | | Renter-Occupied | |
|-----------------|----------------|------|-----------------|------|
| | Number | % | Number | % |
| Before 1950 | 206 | 1% | 41 | 1% |
| Total | 24,569 | 100% | 4,417 | 100% |

Table 34 – Year Unit Built

Data Source: 2005-2009 CHAS

Risk of Lead-Based Paint Hazard

| Risk of Lead-Based Paint Hazard | Owner-Occupied | | Renter-Occupied | |
|---|----------------|-----|-----------------|-----|
| | Number | % | Number | % |
| Total Number of Units Built Before 1980 | 4,773 | 19% | 1,515 | 34% |
| Housing Units build before 1980 with children present | 1,135 | 5% | 700 | 16% |

Table 35 – Risk of Lead-Based Paint

Data Source: 2005-2009 ACS (Total Units) 2005-2009 CHAS (Units with Children present)

Vacant Units

| | Suitable for Rehabilitation | Not Suitable for Rehabilitation | Total |
|--|-----------------------------|---------------------------------|-------|
| | | | |

| | Suitable for Rehabilitation | Not Suitable for Rehabilitation | Total |
|--------------------------|------------------------------------|--|--------------|
| Vacant Units | 0 | 0 | 0 |
| Abandoned Vacant Units | 0 | 0 | 0 |
| REO Properties | 0 | 0 | 0 |
| Abandoned REO Properties | 0 | 0 | 0 |

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

From an owner-occupied rehabilitation standpoint there is a significant demand. This is demonstrated by the number of clients who come to the City for assistance as well as the number of referral cases we receive from the Code Enforcement department who has been in the field and has identified conditions requiring rehabilitation. Because the City has no public housing we are not aware of rental needs for rehabilitation.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

According to estimates in this report, it is estimated that approximately 19% of all housing units in the City could possibly contain lead based-paint. We have no records to indicate the income-levels of the households that are susceptible to lead-based paint.

Discussion

N/A

A-25 Public and Assisted Housing – 91.210(b)

Introduction

The City of Deltona does not have public housing within the City. However, Deltona does make referrals to local PHA's and advocates for housing for the residents of Deltona.

Totals Number of Units

| Program Type | | | | | | | | | | |
|-------------------------------|-------------|-----------|----------------|----------|-----------------|----------------|-------------------------------------|----------------------------|------------|---|
| | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | | | |
| | | | | Total | Project - based | Tenant - based | Special Purpose Voucher | | | |
| | | | | | | | Veterans Affairs Supportive Housing | Family Unification Program | Disabled * | |
| # of units vouchers available | | | 0 | 749 | | | | 0 | 0 | 0 |
| # of accessible units | | | | | | | | | | |

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 37 – Total Number of Units by Program Type

Data PIC (PIH Information Center)

Source:

Describe the supply of public housing developments:

Not Applicable

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Not Applicable

Public Housing Condition

| Public Housing Development | Average Inspection Score |
|----------------------------|--------------------------|
| | |

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Not applicable

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

Not applicable

Discussion:

Although Deltona does not have public housing at this time, the City was recently awarded an ESG Grant through the State of Florida to assist with homelessness prevention.

MA-30 Homelessness Facilities and Services – 91.210(c)

Introduction

Deltona has established partnerships with non-profit agencies that have facilities for both homeless persons as well as for persons recovering from substance abuse/mental illness and domestic violence. In addition, Deltona recently received an ESG grant for homelessness prevention services.

Facilities and Housing Targeted to Homeless Households

| | Emergency Shelter Beds | | Transitional Housing Beds | Permanent Supportive Housing Beds | |
|---|---------------------------------|--------------------------------|---------------------------|-----------------------------------|-------------------|
| | Year Round Beds (Current & New) | Voucher/Seasonal/Overflow Beds | Current & New | Current & New | Under Development |
| Households with Adult(s) and Child(ran) | 34 | 0 | 0 | 0 | 0 |
| Households with Only Adults | 12 | 0 | 0 | 0 | 0 |
| Chronically Homeless Households | 32 | 0 | 0 | 0 | 0 |
| Veterans | 16 | 0 | 0 | 0 | 0 |
| Unaccompanied Youth | 2 | 0 | 0 | 0 | 0 |

Table 39 - Facilities and Housing Targeted to Homeless Households

Data Source

Comments:

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Haven Recovery is a non-profit CHDO, which has a partnership with Deltona for screening and evaluating substance abuse in clients who register at the center. Screening results indicate whether individual or group sessions are necessary. Transitional housing is available for clients who are able to, with assistance from Haven and Workforce Development, secure employment in order to gain self-sufficiency and transition into independent housing within 6 months to a years' timeframe. In the past year, the City has also secured a partnership with a non-profit organization to provide employment coaching, mentoring and resume writing courses.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The Volusia-Flagler County Coalition for the Homeless (VFCCH) serves as the lead agency for the homeless and serves as the Continuum of Care (CoC). Under the umbrella of CoC, the VFCCH works with multiple homelessness service agencies in providing an array of services designed to facilitate the various needs of the individuals or families, including housing needs, food, personal items, resume writing and clothing for interviews.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Deltona has established partnerships with a local CHDO and a non-profit agency, which both offer supportive housing to persons who are mentally challenged as well as those who have been in inpatient residential facilities to treat either substance abuse or domestic violence. Those persons have an opportunity to enter supportive housing programs for a limited time which, in most cases, is contingent upon the need for after-care treatment. Haven Recovery offers both supportive and transitional housing programs while United Cerebral Palsy has supportive housing that also provides an element of supportive employment for those who are able to gain self-sufficiency skills.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Deltona is limited in its ability to provide supportive housing to elderly persons. However, the City has a partnership with the Council on Aging, which provides supportive services including case management and respite, meals on wheels for those who are unable to get out and housekeeping services. Through its partnership with Access West Volusia, Deltona provides resources for the elderly, and the homeless. The Access West Volusia partners include the Department of Children and Families, Veterans Services, Council on Aging, an agency to conduct HIV/AIDS screening and testing, etc.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Elderly Source, a division of the Department of Elder Affairs provides oversight and administration for the elderly population who are in need of services. An assessment to determine activities of daily living is taken and clients are provided case management for needed services. In addition, Deltona works in conjunction with the local office of the Council on Aging, which has a program that almost mirrors Elderly Source with the exception that it is more localized and more easily accessible for the residents.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City of Deltona has compiled a preliminary list of persons who are elderly and/or disabled and are in need of housing repairs, disability ramps, and emergency repairs to roofs and HVAC. Deltona will be working with agencies such as Habitat for Humanity and the United Way to address some of the needs by leveraging funds, requesting volunteers to assist with projects, contacting social service and non-profit agencies to pool resources and seeking donations from building supply companies such as Lowe's and Home Depot.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Deltona plans to utilize a portion of its anticipated CDBG funds to promote housing activities including supportive housing programs such as home ownership counseling, consumer credit information, and wellness activities. In addition, through utilization of the City's NSP Program, Deltona will continue to provide affordable housing to the elderly, disabled and low-income residents of the City. Likewise, funds received from State resources, including SHIP, will be used to foster housing activities.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

There are no public policies, which preclude affordable housing in the Deltona area. There is, however, a negative impact from the standpoint of certain racial classes being able to secure affordable housing at the same rates as other racial groups. This problem is not specific to Deltona. In cases across the nation, lending agencies have been associated with biased lending practices. Of recent, the government has penalized banks and lending institutions for unfair lending practices. Deltona works with a number of banks, which are very eager to assist the population of residents that are in need of housing.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Deltona has a high population of mostly college educated persons (41%) and 16% of those have at least a four-year degree. 33% of total residents have a high school diploma. This means a high priority is placed on education. There is already a State college situated in the City. In addition, another local university is planning to site within the City. Therefore, Deltona residents have an outstanding opportunity to continue on the path of learning. Deltona is not have and industrial land use base and the City is underserved by existing retail uses. The majority of jobs in Deltona are in education, healthcare, construction and management, and service and sales. Most residents commute to nearby larger cities to work. The unemployment rate overall is still about 9%. The average median annual income over the last year has decreased to a little more than \$10,000.00. A condition that is indicative of job losses, a cutback in hours, or the availability of lower wage jobs.

Economic Development Market Analysis

Business Activity

| Business by Sector | Number of Workers | Number of Jobs | Share of Workers % | Share of Jobs % | Jobs less workers % |
|---|--------------------------|-----------------------|---------------------------|------------------------|----------------------------|
| Agriculture, Mining, Oil & Gas Extraction | 158 | 14 | 0 | 0 | 0 |
| Arts, Entertainment, Accommodations | 3,536 | 900 | 9 | 14 | 5 |
| Construction | 4,861 | 1,325 | 12 | 21 | 9 |
| Education and Health Care Services | 6,988 | 1,662 | 18 | 26 | 8 |
| Finance, Insurance, and Real Estate | 2,776 | 398 | 7 | 6 | -1 |
| Information | 1,044 | 127 | 3 | 2 | -1 |
| Manufacturing | 2,553 | 63 | 7 | 1 | -6 |
| Other Services | 1,830 | 350 | 5 | 5 | 0 |
| Professional, Scientific, Management Services | 4,038 | 275 | 10 | 4 | -6 |
| Public Administration | 1,916 | 172 | 5 | 3 | -2 |
| Retail Trade | 5,737 | 923 | 15 | 14 | -1 |
| Transportation and Warehousing | 2,500 | 95 | 6 | 1 | -5 |

| Business by Sector | Number of Workers | Number of Jobs | Share of Workers | Share of Jobs | Jobs less workers |
|---------------------------|--------------------------|-----------------------|-------------------------|----------------------|--------------------------|
| | | | % | % | % |
| Wholesale Trade | 1,042 | 134 | 3 | 2 | -1 |
| Total | 38,979 | 6,438 | -- | -- | -- |

Table 40 - Business Activity

Data 2005-2009 ACS (Workers), 2010 ESRI Business Analyst Package (Jobs)

Source:

Labor Force

| | |
|--|--------|
| Total Population in the Civilian Labor Force | 41,955 |
| Civilian Employed Population 16 years and over | 38,979 |
| Unemployment Rate | 7.09 |
| Unemployment Rate for Ages 16-24 | 15.72 |
| Unemployment Rate for Ages 25-65 | 4.88 |

Table 41 - Labor Force

Data Source: 2005-2009 ACS Data

| Occupations by Sector | Number of People Median Income |
|------------------------------|---------------------------------------|
|------------------------------|---------------------------------------|

| | |
|--|--------|
| Management, business and financial | 9,576 |
| Farming, fisheries and forestry occupations | 129 |
| Service | 7,560 |
| Sales and office | 11,881 |
| Construction, extraction, maintenance and repair | 5,331 |
| Production, transportation and material moving | 4,502 |

Table 42 – Occupations by Sector

Data Source: 2005-2009 ACS Data

Travel Time

| Travel Time | Number | Percentage |
|--------------------|--------|------------|
| < 30 Minutes | 17,659 | 48% |
| 30-59 Minutes | 14,593 | 40% |
| 60 or More Minutes | 4,439 | 12% |
| Total | 36,691 | 100% |

Table 43 - Travel Time

Data Source: 2005-2009 ACS Data

Education:

Educational Attainment by Employment Status (Population 16 and Older)

| Educational Attainment | In Labor Force | | |
|---|-------------------|------------|--------------------|
| | Civilian Employed | Unemployed | Not in Labor Force |
| Less than high school graduate | 3,444 | 491 | 1,769 |
| High school graduate (includes equivalency) | 10,910 | 799 | 3,849 |
| Some college or Associate's degree | 13,340 | 621 | 3,547 |
| Bachelor's degree or higher | 5,142 | 285 | 784 |

Table 44 - Educational Attainment by Employment Status

Data Source: 2005-2009 ACS Data

Educational Attainment by Age

| | Age | | | | |
|---|------------|------------|------------|------------|----------|
| | 18–24 yrs. | 25–34 yrs. | 35–44 yrs. | 45–65 yrs. | 65+ yrs. |
| Less than 9th grade | 118 | 424 | 204 | 664 | 1,450 |
| 9th to 12th grade, no diploma | 1,175 | 1,313 | 1,283 | 1,816 | 1,741 |
| High school graduate, GED, or alternative | 2,832 | 4,189 | 4,211 | 7,158 | 3,682 |
| Some college, no degree | 1,813 | 4,072 | 3,217 | 5,015 | 1,946 |
| Associate's degree | 650 | 1,416 | 1,223 | 2,595 | 242 |

| | Age | | | | |
|---------------------------------|------------|------------|------------|------------|----------|
| | 18–24 yrs. | 25–34 yrs. | 35–44 yrs. | 45–65 yrs. | 65+ yrs. |
| Bachelor's degree | 327 | 1,221 | 1,499 | 2,040 | 672 |
| Graduate or professional degree | 22 | 240 | 319 | 909 | 403 |

Table 45 - Educational Attainment by Age

Data Source: 2005-2009 ACS Data

Educational Attainment – Median Earnings in the Past 12 Months

| Educational Attainment | Median Earnings in the Past 12 Months |
|---|---------------------------------------|
| Less than high school graduate | 21,650 |
| High school graduate (includes equivalency) | 27,509 |
| Some college or Associate's degree | 30,666 |
| Bachelor's degree | 38,872 |
| Graduate or professional degree | 50,603 |

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2005-2009 ACS Data

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Volusia County Schools and Volusia County Government are the largest employees of residents here in the City. The City of Deltona employs over 300 persons. Not all City employees are residents of the City, but the great majority of the City employees do live within the City. The majority of the jobs held by City residents are located outside of the jurisdiction of Deltona, within a 30 mile radius.

Describe the workforce and infrastructure needs of the business community:

There is a great need for retail and service jobs in Deltona. Residents are required to go to other cities to work and ultimately are spending money where they work. This is a great loss of revenue for the City. The present roadway infrastructure system and spread out land use pattern of the City and the Central Florida area is not conducive to bus transit that could carry people beyond the area of Deltona-Daytona Beach. However, if the demand was greater maybe better bus transit could be developed. Within the next couple of years the SunRail commuter rail system will provide access for City residents to the greater Orlando area.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Deltona is strategizing to implement a business incubator system where business owners who currently operate a home-based business will be able to take advantage of an incentive program to allow local businesses to operate within the incubator for a period up to three years. The City will be responsible for rental space and utilities, and depending on the outcome of the first three years, there would be an option to remain a year longer. Bethune Cookman University is expanding to include a satellite location in Deltona. This initiative will increase employment within the City and help further educate Deltona residents. Public transportation is available within the City but needs to be improved with less headway times and a shuttle service to the SunRail system. Deltona is in the process of reconstructing some areas of the City with better roads; this initiative should be viewed as positive and should help manage congestion.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The Central Florida economy, as a whole, tends to have a great need for skilled workers as opposed to educated or degreed workers. This situation is verifiable by the great need placed on construction, and local government services, which tend to consist of blue collar, and service jobs. However, higher education will continue to be prevalent for jobs in management and education.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Deltona has taken a great initiative in sponsoring community job fairs and collaborating with local colleges. Workforce Development has a local office in Daytona Beach, which provides education and training opportunities for certain office type jobs. Local colleges and non-profit agencies sponsor resume writing, Dress for Success, and transitional programs designed for homemakers to enter/re-enter the workforce. All of these initiatives benefit the City because the services are geared helping people gain greater employment opportunities. Greater employment opportunities translate to more income and more income helps sustain affordable housing, spur the economy growth and aid in lowering the unemployment rate.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Deltona participates with the Volusia County Economic Development Board in crafting initiatives to improve growth and development opportunities for the Deltona area. The team is creating a transportation element to look at the impact of the SunRail System and to look at the business venues that may be associated with the commuter rail system.

Discussion

No additional information.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (Include a definition of "concentration")

There is an area of Deltona, located within the CDBG target area, which is prone to more housing problems than others. This area would be in the very low-income area, an area that lacks growth, where housing units are older and basically a bit more un-kept than other areas. The term

"concentration" means a specific geographic area where the tendency for predominate characteristics are of a higher intensity than normal characteristics of other areas".

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (Include a definition of "concentration")

Generally, the make or composition of the geographical area of Deltona is very mixed in terms of racial groups, and in terms of income as well because there are areas, in which housing is considerably more expensive, in those areas there is a larger amount of mostly moderate income residents, (although, it may not be "concentrated), which also translates that there would be as unusually high amount of Whites, as they generally have higher incomes and have a higher Mortgage approval rate as well. In the low-income areas there is more concentration. The term "concentration" means a specific geographic area where the tendency for predominate characteristics are of a higher intensity than normal characteristics of other areas".

What are the characteristics of the market in these areas/neighborhoods?

The market condition in the low-income area is lacking any marginal growth potential, because although there is available vacant land, the housing units are sorely in need of repair and the average incomes would not support development in these areas. In the neighborhood where more affluent housing units are, development would be much more advantageous, there would be eligible land to develop more upper--scale housing units, the home values would be on the rise and the fact that these households warn sufficient income to trigger economic development would be a plus.

Are there any community assets in these areas/neighborhoods?

Community assets exist from the standpoint that the City has invested in parks, infrastructure and roadway. The community has invested assets from the aspect that the areas are well-maintained, therefore they have solidified a return investment on the homes, at some point.

Are there other strategic opportunities in any of these areas?

While I believe there are opportunities, there are no strategic plans at this particular time because, although home values are increasing, they are increasing to the pace where developers are comfortable enough to engage in projects during a time when the economic condition is still a

bit unsettled. With the SunRail within the next couple of years, and the new satellite university I think that there will be several opportunities further down the line.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

Deltona will be utilizing funding from Federal sources, CDBG and ESG as well as State of Florida funds from SHIP to implement the Strategic Plan for the next five years, as those funds are available. The City anticipates on emphasizing the commitment to maintaining affordable and accessible housing for the residents of the City. The availability of housing is more difficult to address because the City does not have a wide variety of housing choices for residents to select from. For those in need of public housing, the City must refer clients to Volusia County to receive Section 8 or some form of public housing. Deltona will utilize the funds remaining from NSP1 and NSP3 to provide affordable housing opportunities to those who are eligible to receive subsidy for housing. Program income received from the sales of homes currently owned will be utilized to acquire additional housing units.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 47 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA).

The CDBG target areas, has been identified to designate where most of the grant funds will be expended. The local target areas are located in the northeast and southwest sections of the City. The target areas represent where fund are likely to be used and in some areas, they will be concentrated, however, it does not preclude the use of funds outside of the specified target areas. However, these areas suggest that there are much greater needs here as opposed to other areas where funds could likewise be expended. The target areas generally represent areas of

lower income populations. These are the areas where new development and growth has been slow and where improvements are necessary to foster health and safety aspects for residents. The proportion of low income families in the target area ranges from 42% to 53%. (Note: Deltona is an exception community with a 41.4% low income population factor.) Funds allocated in the CDBG program will continue to be utilized in the target areas where roads and infrastructure are in need of improvement. Likewise, these areas were previously identified in the CP as being a priority for improvements. The target areas include older parts of the City where poor housing stock exists, and residents have low income levels. Infrastructure in these areas is outdated and the systems are operating beyond capacity. In recent years, many improvements have been made, but much remains to be done. Geographically, the areas are located in the northeast and southwest quadrants of the City. Based on the latest census tract information, the areas are populated as follows: Caucasians-60%, Hispanic/Latino-30%, and African Americans-10%. The statistical data is consistent with the ratio of clients who come to the City with wastewater or drainage problems, in need of housing repairs, or for other types of assistance. Again, these clients are from the lower income population, 50-80% LMI.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

| | | |
|---|------------------------------------|--|
| 1 | Priority Need Name | Affordable Housing |
| | Priority Level | High |
| | Population | Extremely Low Low Families with Children Elderly |
| | Geographic Areas Affected | |
| | Associated Goals | Housing Rehabilitation |
| | Description | Affordable housing is the category where the City will be utilizing a majority of its CDBG funds, in addition, the City will leverage funds with other funding sources in order to assist more homeowners in the low and very low income limits. The activities under this priority will include: <ol style="list-style-type: none"> 1. Rehabilitation of owner-occupied single family residential homes. 2. Production of more homes for purchase to very low and low-income residents. 3. Foreclosure prevention to include assistance up to a maximum amount allowable. 4. Homebuyer education and credit counseling classes. |
| | Basis for Relative Priority | Affordable housing is one of the most critical needs in the Deltona area. The need is much more prevalent for residents in the low and very low income range. Housing cost burdens in these income limits exceed 50%, largely because the greater portion of these households is on some type of fixed income. This priority is relative also because the City aims to select a priority, by which leveraging can be used to achieve the maximum value. |
| 2 | Priority Need Name | Public Improvements and Infrastructure. |
| | Priority Level | High |

| | | |
|----------|------------------------------------|---|
| | Population | Extremely Low Low Moderate Middle Non-housing Community Development |
| | Geographic Areas Affected | |
| | Associated Goals | Public Improvements |
| | Description | The City will use funds from CDBG, and other resources including City general funds and a combination of other grants to address the needs in this category. Activities in this category includes the following: 1. Drainage 2. Storm water 3. Road construction 4. Sewer improvements |
| | Basis for Relative Priority | Deltona has for several years now been plagued with the ill effects resulting from natural disasters, which caused severe damage to the City's infrastructure and drainage systems. The City has done a significant portion of the work, however much remains to be done. Capital projects are outlined for the next 5-7 years for areas affected by the disasters as well as the normal deterioration and obsolescence that take place with any equipment. |
| 3 | Priority Need Name | Public facilities |
| | Priority Level | High |
| | Population | Non-housing Community Development |
| | Geographic Areas Affected | |
| | Associated Goals | Public Facilities |

| | | |
|---|------------------------------------|---|
| | Description | Public facilities, for purposes of the ConPlan, generally refer to parks, sporting venues and playgrounds owned by Deltona. Many functions are actually held in various parks throughout the City because there is a demand for services but oftentimes there are no facilities available with the exception of the City's recreation center, in which to hold those functions. Most of the parks are located within the CDBG target area and are eligible for project funding. |
| | Basis for Relative Priority | A high priority is placed on public facilities because of the need for renovations and improvements in the existing facilities. Parks and recreation centers in the City are at a high usage level. Many of the parks have equipment that is outdated or some of the sporting venues/complexes are in need of refurbishing. The City does not have adequate sources of funds to support the needed activities. Therefore, Deltona will utilize funds from CDBG, and other resources to fund the priorities. |
| 4 | Priority Need Name | Public Services |
| | Priority Level | Low |
| | Population | Non-housing Community Development |
| | Geographic Areas Affected | |
| | Associated Goals | Public Services |
| | Description | Public services include the investments, partnerships, collaborations, and cooperative agreements that Deltona made with other non-profit organizations in an effort to expand the City's involvement in aiding the community with resources to promote services that are useful and needful to the majority of the residents in Deltona. Among the activities sponsored in public services are: <ol style="list-style-type: none"> 1. After school programs/child care 2. Scholarships and mentoring programs 3. Substance abuse screening and intake 4. Wellness/nutrition 5. Elderly services |

| | | |
|---|------------------------------------|--|
| | Basis for Relative Priority | A high priority is placed on public services because of the economic climate in Deltona as it relates to jobs, income, and transportation. All of these things can potentially affect the ability of children to attend summer programs, obtain affordable child care and/or elderly persons to participate in social activities or any physical recreation activities. |
| 5 | Priority Need Name | Homelessness |
| | Priority Level | Low |
| | Population | Individuals Families with Children Mentally Ill veterans Persons with HIV/AIDS Victims of Domestic Violence |
| | Geographic Areas Affected | |
| | Associated Goals | |
| | Description | Homelessness is becoming more and more problematic in local communities as well as nationally. Deltona is fortunate in that this has not been an aggressively festering issue that has affected the City to a great degree. However, recognizing that there are no boundaries or limitations as to where and who homelessness can affect, Deltona plans to get a head start on homelessness prevention to aid persons who may be at-risk of becoming homeless. |
| | Basis for Relative Priority | Homelessness is given a low priority because the funding has been identified through an outside source and will not be contingent on the available resources described in this plan. |

Table 48 – Priority Needs Summary

Narrative (Optional)

Not applicable.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

| Affordable Housing Type | Market Characteristics that will influence the use of funds available for housing type |
|---|--|
| Tenant Based Rental Assistance (TBRA) | Not Applicable. |
| TBRA for Non-Homelessness Special Needs | Not Applicable. |
| New Unit Production | The housing market conditions affecting new homes production will be attributed to the influx of foreclosed homes in the area. Through utilizations of NSP funds the City has been able to purchase foreclosed homes. For the homes that are irreplaceable, the City will demolish and reconstruct those properties and rebuild homes that are suitable for low, and in some case very-low income households. |
| Rehabilitation | The decline in market values of homes does not allow many homeowners to privately secure 2nd loans on their properties to make repairs. Secondly, most would not have the ability to re-pay those loans. There is a great need for rehabilitation based primarily on two factors. Many homeowners in the low income population received damage to their homes a few years ago during a tropical storm, still to this day some have not been repaired. The other factor is the cost burden prohibits many persons from having the ability to do maintenance on homes. There are not many programs available to assist persons of this nature and likewise there are no other affordable housing features to offer that would assist in this area. |
| Acquisition, including preservation | The City will acquire current market foreclosed properties for preservation as well as to aid in neighborhood stabilization, which will ultimately restore the value of homes in neighborhoods impacted with foreclosures. |

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

<h4>Deltona will receive slightly more than 450,000 in CDBG funds for PY 2013-14. Additionally the City will receive an ESG grant for \$104,500, and SHIP funds from the State of Florida for \$135,000. </h4>

Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Reminder of ConPlan \$ | Narrative Description |
|---------|------------------|--|----------------------------------|--------------------|--------------------------|-----------|--|---|
| | | | Annual Allocation: \$ | Program Income: \$ | Prior Year Resources: \$ | Total: \$ | | |
| CDBG | public - federal | Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services | 453,929 | 0 | 220,088 | 674,017 | 400,000 | Deltona has been informed of the next program years' CDBG allocation of funds available. However, it is anticipated over the next years that funds will be greatly reduced. In addition to CDBG funds, the City still has available NSP funds and will have program income with these grant funds. The City has also been awarded ESG funds from the State, as well as SHIP funds. The ESG allocation is expected to be a one-time grant and under the SHIP Program this would be the first year since 2010 that program funds has been received. |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Reminder of ConPlan \$ | Narrative Description |
|--|------------------|---------------|----------------------------------|--------------------|--------------------------|-----------|--|---|
| | | | Annual Allocation: \$ | Program Income: \$ | Prior Year Resources: \$ | Total: \$ | | |
| Competitive McKinney-Vento Homeless Assistance Act | public - federal | Other | 104,500 | 0 | 0 | 104,500 | 0 | Deltona will receive this as a result of a competitive application through the State of Florida. It is not anticipated there will be another opportunity in future years as more communities seek funding to serve their population of homeless persons. |
| Housing Trust Fund | public - state | Housing | 135,000 | 0 | 0 | 135,000 | 0 | Under the State Housing Initiatives Program (SHIP), Deltona will receive the minimal award, as will most other jurisdictions in the State, to apply toward housing activities in the City. This is the first allocation from the Trust Fund in the last three years. Since that time the State legislature has voted to utilize the funds to balance the State's budget. Based on past performance, it is not anticipated that funds will be available after this program year. |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Reminder of ConPlan \$ | Narrative Description |
|---------|------------------|---------------|----------------------------------|--------------------|--------------------------|-----------|--|---|
| | | | Annual Allocation: \$ | Program Income: \$ | Prior Year Resources: \$ | Total: \$ | | |
| Other | public - federal | Housing | 2,612,975 | 0 | 0 | 2,612,975 | 1,309,087 | Program funds remaining from NSP1 and NSP3 combined. The expected available amount shows both the balances and program income expected for PY 13-14 and strictly program income to be available for the remainder of the ConPlan. |

Table 50 - Anticipated Resources

Explain how Federal funds will leverage those additional resources (private, State and local funds), including a description of how matching requirements will be satisfied.

Federal funds from CDBG and NSP funds will be leveraged with State SHIP funds to provide owner-occupied rehabilitations and to provide repairs on NSP homes to maintain affordability. In addition, CDBG and SHIP funds will be used to provide homeowner post purchase education classes as well as foreclosure prevention. There is no statutory match required on any of these programs. The City will utilize staff hours to invest in leveraging as well. Federal ESG funds received via the State will not be leveraged with other funds; however staff will provide administrative hours as a match.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Deltona has no property or land that will be utilized in the operations during the course of this Strategic Plan.

Discussion

Estimated funds available contained on this page are based on what we have been provided at the time of this report.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through, which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

| Responsible Entity | Responsible Entity Type | Role | Geographic Area Served |
|--|-------------------------|--------------|------------------------|
| VOLUSIA/FLAGLER COALITION FOR THE HOMELESS | Regional organization | Homelessness | Region |

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The strengths realized in this organizational structure are that homelessness services are centralized and coordinated under the Continuum of Care. Both specific and primary needs are addressed, and there are several non-profit agencies CHDOs and government units comprising the coordination of needed care for the homeless. The only weakness identifiable is the fact that the Coalition does not have the capacity to provide a high level of time and coordination of efforts with all of the agencies under its oversight because of their responsibility for overseeing the two Counties.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

| Homelessness Prevention Services | Available in the Community | Targeted to the Homeless | Targeted to People with HIV |
|---|----------------------------|--------------------------|-----------------------------|
| Homelessness Prevention Services | | | |
| Counseling/Advocacy | X | X | |
| Legal Assistance | X | | |
| Mortgage Assistance | X | | |
| Rental Assistance | X | | |
| Utilities Assistance | X | | |
| Street Outreach Services | | | |
| Law Enforcement | X | | |
| Mobile Clinics | X | | |
| Other Street Outreach Services | | X | |
| Supportive Services | | | |
| Alcohol & Drug Abuse | X | | |
| Child Care | X | | |
| Education | X | | |
| Employment and Employment Training | X | | |

| | | | |
|--------------------------|---|---|---|
| Healthcare | | | |
| HIV/AIDS | X | | X |
| Life Skills | X | | |
| Mental Health Counseling | | X | |
| Transportation | X | | |
| Other | | | |
| | | | |

Table 52 - Homelessness Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth).

The Volusia-Flagler Coalition for the Homeless has several participating agencies in other cities and in Flagler County, which offers an array of services through established partnerships, grants, and volunteer services. These services are available through different organizations that visit homeless shelters or communicate with outreach ministries and churches to provide information about the type of services available.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above.

There are gaps in the services because although the annual Point-in-Time Surveys are conducted, there remains a population of homeless persons who will remain uncounched. Many times individuals and families do not want to be identified and therefore go without available services because there is no knowledge about them in the system. Volusia County Health Department works specifically with the HIV/AIDS population and would be providing resources to those in this particular category.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs.

Deltona will utilize its Sheriff's Office and other resources in attempting to identify homeless persons who are in the jurisdiction.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|------------|------------------------|------------|----------|-----------------------------------|-----------------|--------------------|---|--|
| 1 | Housing Rehabilitation | 2013 | 2017 | Affordable Housing | | Affordable Housing | CDBG: \$52,231 Housing Trust Fund: \$135,000 | Homeowner Housing Added: 17 Household Housing Units Homeowner Housing Rehabilitated: 15 Household Housing Units |
| 2 | Public Services | 2013 | 2017 | Non-Housing Community Development | | Public Services | CDBG: \$66,000 | Public service activities other than Low/Moderate Income Housing Benefit: 490 Persons Assisted |
| 3 | Public Facilities | 2013 | 2017 | Non-Housing Community Development | | Public facilities | CDBG: \$145,000 | Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 2119 Households Assisted |

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|------------|---------------------|------------|----------|-----------------------------------|-----------------|--|-----------------|--|
| 4 | Public Improvements | 2013 | 2017 | Non-Housing Community Development | | Public Improvements and Infrastructure | CDBG: \$100,000 | Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 2119 Households Assisted |
| 5 | Administration | 2013 | 2017 | Program administration | | | CDBG: \$90,786 | Other: 1 Other |

Table 53 – Goals Summary

Goal Descriptions

| | | |
|---|-------------------------|---|
| 1 | Goal Name | Housing Rehabilitation |
| | Goal Description | Minor rehab for low-income residents. |
| 2 | Goal Name | Public Services |
| | Goal Description | Deltona will develop sub-recipient agreements with area service providers and non-profit organizations to implement community-based services aimed at promoting educational, childcare, workforce and services to the elderly. These services will be offered as an area benefit to persons in the low-income population where service providers will target those persons. |
| 3 | Goal Name | Public Facilities |
| | Goal Description | CDBG funds will be used to reconstruct/renovate the Skate Park and Dwight Hawkins Park, both located in the CDBG target area. Specifically plans include reconstruction of the basketball court, park fencing and replacement of equipment. |
| 4 | Goal Name | Public Improvements |
| | Goal Description | CDBG funds will be used to make improvements to local drainage and storm water projects to include replacement of pipes, fence installation for retention ponds and reconstruction on sewer pumps. |
| 5 | Goal Name | Administration |
| | Goal Description | CDBG program implementation, capped annually at 20% of total grant funds. |

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement).

Not Applicable

Activities to Increase Resident Involvements.

Nor Applicable

Is the public housing agency designated as troubled within 24 CFR part 902?

N/A

Plan to remove the ‘troubled’ designation.

Not Applicable

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing.

There are no public policies, which preclude affordable housing in the Deltona area. There is however a negative impact from the standpoint of certain racial classes being able to secure affordable housing at the same rates as other racial groups. This problem, however, is not specific to Deltona. In cases across the nation, lending agencies have been confronted with biased lending practices. Recently, the government has penalized banks and lending institutions for unfair practices. Deltona works with a number of banks, which are very eager to assist the population of residents that are in need of housing.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing.

Support the increased production of affordable housing through public private partnerships with developers and capacity building for nonprofits. The City of Deltona will continue to work with local banks, developers and non-profit organizations to expand the stock of affordable housing. A continuation of these efforts should increase the production of new affordable housing units and assistance toward the purchase and renovation of housing in existing neighborhoods. Greater emphasis should also be placed on capacity building and technical assistance initiatives aimed at expanding non-

profit, faith based organizations and private developers' production activities in the City. Alternative resources for City housing programs and to increase leverage capacity among the public and private sectors should be sought from Fannie Mae, U.S. Department of Treasury Community Development Funding Institution (CDFI) program, Federal Home Loan Bank and other State and Federal sources.

Facilitate access to below-market-rate units. City of Deltona will assist affordable housing developers by advertising the availability of below-market-rate units via the jurisdictions' websites, referral phone service, and other media outlets. The City will also facilitate communication between special needs service providers and affordable housing developers, to ensure that home seekers with special needs have fair access to available units. The City of Deltona will also work with the affordable housing developers and nonprofit agencies receiving entitlement funds to revise their housing applications to reduce the obstacles that persons with limited English proficiency, and those who are disabled, elderly or the homeless may have in submitting completed paperwork within the allowable time.

Maintain a list of partner lenders. The City of Deltona will maintain a list of lenders that can help buyers access below-market-rate loans and locally-sponsored down-payment and mortgage assistance programs.

Identify and seek additional sources of funds for affordable housing. The City will seek State and other non-entitlement grant resources in an effort to increase funding for first time homebuyer mortgage assistance program. This would support eligible persons in the market in acquiring affordable housing.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

Addressing the emergency and transitional housing needs of homeless persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards.

At the initiation of each housing project, the City utilizes a process that includes a basic home inspection, plus a lead-based paint inspection, for homes built prior to 1978. This evaluation is conducted by a licensed, certified inspector, contracted by the City to perform such an analysis. Abatement and hazard control are typical methods utilized to mitigate lead-based paint issues, and it provides a measure of safety to the homeowner. Independently, abatement does not add value to the home. However, as part of a rehabilitation effort, or coupled with other repairs to a property, the results can be a measureable increase in the value of the property.

How the actions are listed above related to the extent of lead poisoning and hazards?

Although there are homes within the City that were built before 1978, the housing stock in Deltona is fairly new. Therefore, the risk of lead-based paint is not acute. The fact that the City does not have any public housing further reduces the lead paint risk factor. Although, for housing activities funded by grants, there is a requirement for notification and evaluation to reduce the frequencies of lead-based paint hazards; the City has not had to remediate any properties to-date.

How are the actions listed above integrated into housing policies and procedures?

In acquiring homes built prior to 1978, we are required to have a lead-based paint analysis done prior to purchase.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families.

Deltona has for the past two years conducted annual job fairs for City residents. In addition, the City will continue to partner with non-profit agencies that provide employability skills training, and scholarships to provide higher education and the ability to find higher-wage paying jobs. Through economic development initiatives, the City is looking to attract more commercial businesses in hopes of adding more jobs to the area.

How is the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan.

The affordable housing plan recognizes that for the majority of the residents of Deltona, cost burden alleviation is an important aspect to reducing poverty. When residents are in higher paying jobs or when the cost burden has been minimized, they are then in a position to reduce poverty.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

Monitoring: Several different monitoring types are utilized to perform monitoring. There is on-site monitoring where staff actually goes to the physical location and makes a visual observation for reporting. Another method is known as a desktop review, which is conducted at the time when a reimbursement request is made to ask payment for a service rendered. The nature of the desktop review is to ascertain that projects are moving forward, and eligible documentation is provided to demonstrate that activities are on target with timelines; that reimbursement requests contain sufficient information pertaining to eligible expenses and project scope of service; and proof of payment. The primary goal of monitoring is to identify deficiencies, and advocate corrections, in order to improve or reinforce participant performance. As part of this process, the City watches for evidence of fraud, waste or mismanagement, or for situations that may have the potential for such abuse. The emphasis will be on detection, correction and prevention of problems.

A risk analysis, which is performed prior to the development of a contract, is based on several factors, including: client history with CDBG, organization capacity, experience with grants, and other factors. Supply risk indicators are used as guides to determine the frequency of monitoring. City staff monitors each program participant annually, or more frequently, if the risk analysis determines that there is a need to do so. The purpose of monitoring is to assess compliance with the requirements of the Federal program. Such review will include desk audits and on-site examinations to determine compliance with all applicable requirements. Long term projects will be monitored through the utilization of the Property Appraiser Office, Clerk of Courts and various methods to determine the level of compliance. The City will also utilize information from its Purchasing Department to ascertain Section 3 policies are addressed in all bidding documents.

Monitoring activities shall be comprised of the following:

- Development of an annual monitoring schedule
- Selection of program areas to review
- Timing of monitoring visits
- Follow-up action
- Assessment of individual activities
- Assessment of progress for the program as a whole
- On-site procedures
- Conclusions

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Deltona will receive slightly more than 450,000 in CDBG funds for PY 2013-14. Additionally the City will receive an ESG grant for \$104,500, and SHIP funds from the State of Florida for \$135,000.

Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Reminder of ConPlan \$ | Narrative Description |
|---------|-----------------|---------------|----------------------------------|--------------------|--------------------------|-----------|--|-----------------------|
| | | | Annual Allocation: \$ | Program Income: \$ | Prior Year Resources: \$ | Total: \$ | | |
| | | | | | | | | |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Reminder of ConPlan \$ | Narrative Description |
|--|------------------|---------------|----------------------------------|--------------------|--------------------------|-----------|--|---|
| | | | Annual Allocation: \$ | Program Income: \$ | Prior Year Resources: \$ | Total: \$ | | |
| Competitive McKinney-Vento Homeless Assistance Act | public - federal | Other | 104,500 | 0 | 0 | 104,500 | 0 | Deltona will receive this as a result of a competitive application through the State of Florida. It is not anticipated that there will be another opportunity in future years as more communities seek funding to serve homeless persons. |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Reminder of ConPlan \$ | Narrative Description |
|---------|------------------|---------------|----------------------------------|--------------------|--------------------------|-----------|--|---|
| | | | Annual Allocation: \$ | Program Income: \$ | Prior Year Resources: \$ | Total: \$ | | |
| Other | public - federal | Housing | 2,612,975 | 0 | 0 | 2,612,975 | 1,100,000 | Program funds remaining from NSP1 and NSP3 combined. The expected available amount shows both the balances and program income expected for PY 13-14 and strictly program income to be available for the remainder of the ConPlan. |

Table 54 - Expected Resources – Priority Table

Explain how Federal funds will leverage those additional resources (private, State and local funds), including a description of how matching requirements will be satisfied

Federal funds from CDBG and NSP funds will be leveraged with State SHIP funds to provide owner-occupied rehabilitations and to provide repairs on NSP homes to maintain affordability. In addition, CDBG and SHIP funds will be used to provide homeowner post purchase education classes as well as

foreclosure prevention. There is no statutory match required on any of these programs. The City will utilize staff hours to invest in leveraging as well. Federal ESG funds received via the State will not be leveraged with other funds; however staff will provide administrative hours as a match.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Deltona has no property or land that will be utilized in the operations during the course of this Strategic Plan.

Discussion

Estimated funds available contained on this page are based on what we either have been provided at the time of this report or what we have calculated based on the best methodology we have available.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|------------|-----------|------------|----------|----------|-----------------|-----------------|---------|------------------------|
| | | | | | | | | |

Table 55 – Goals Summary

Goal Descriptions

| | | |
|---|-------------------------|--|
| 1 | Goal Name | Housing Rehabilitation |
| | Goal Description | Leveraging CDBG and SHIP funds, the City will perform minor and/or emergency repairs on owner-occupied housing units. Included in this category will be such things as HVAC, septic and roof repairs. Minor rehabilitation may be included depending on the nature of the repair requiring work. |
| 2 | Goal Name | Public Services |
| | Goal Description | The City will develop sub-recipients agreement to provide a variety of public/social service to the residents of Deltona. |
| 3 | Goal Name | Public Facilities |
| | Goal Description | CDBG funds will be used to conduct reconstruction and/or renovation activities in the CDBG target area parks. |
| 4 | Goal Name | Public Improvements |
| | Goal Description | CDBG funds will be used for drainage and sewer improvements for activities in the CDBG target area. |
| 5 | Goal Name | Administration |
| | Goal Description | Deltona will use the cap of 20% for administrative services for program implementation. |

Projects

AP-35 Projects – 91.220(d)

Introduction

Deltona will use CDBG funds to address needs in housing, public services, public facilities, and drainage activities. Other funding sources will be used to implement maintenance and homelessness

services. The City will continue to utilize funds remaining in the NSP Program to provide homeownership opportunities.

Projects

| # | Project Name |
|---|----------------------|
| 1 | Public Services |
| 2 | Public Facilities |
| 3 | Housing Activities |
| 4 | Administration |
| 5 | Storm water/Drainage |

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

| | | |
|---|---------------------------|---|
| 1 | Project Name | Public Services |
| | Target Area | |
| | Goals Supported | |
| | Needs Addressed | Public Services |
| | Funding | CDBG: \$66,000 |
| | Description | Community related services rendered in partnership with sub-recipient agencies, including non-profits, to coordinate services such as mentoring, childcare, senior activities and tutorial programs |
| | Planned Activities | Deltona will establish agreements with non-profit agencies to sponsor childcare, mentoring programs, substance abuse, tutorial programs, scholarships, and elderly activities. |
| 2 | Project Name | Public Facilities |
| | Target Area | |
| | Goals Supported | |
| | Needs Addressed | Public facilities |
| | Funding | CDBG: \$145,000 |

| | | |
|----------|---------------------------|---|
| | Description | Park equipment replacement and renovations to area parks in the CDBG target area. |
| | Planned Activities | Fencing playground equipment for Dwight Hawkins Park; basketball court reconstruction for the Skate Park. |
| 3 | Project Name | Housing Activities |
| | Target Area | |
| | Goals Supported | |
| | Needs Addressed | Affordable Housing |
| | Funding | CDBG: \$52,231 Housing Trust Fund: \$135,000 NSP: \$1,800,000 |
| | Description | Activities will include minor rehab for low income residents. Will include housing counseling and foreclosure prevention. |
| | Planned Activities | Housing Rehabilitation, minor repair, housing counseling and foreclosure. |
| 4 | Project Name | Administration |
| | Target Area | |
| | Goals Supported | |
| | Needs Addressed | |
| | Funding | CDBG: \$90,786 |
| | Description | Program implementation and administration. |
| | Planned Activities | Program administration. |
| 5 | Project Name | Storm water/Drainage |
| | Target Area | |
| | Goals Supported | |
| | Needs Addressed | Public Improvements and Infrastructure |
| | Funding | CDBG: \$100,000 |
| | Description | Projects to improve drainage and infrastructure activities. |
| | Planned Activities | Danforth Reconstruction- Phase 2 |

Table 57 – Project Summary

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

| Target Area | Percentage of Funds |
|-------------|---------------------|
| TBD | TBD |

Table 58 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

For the very first time ever, Deltona has been awarded an ESG Grant from the State of Florida to address homelessness prevention. Deltona will sub-contract with a local partner, which has demonstrated the capacity to carry out the program activities.

| One Year Goals for the Number of Households to be Supported | |
|---|----|
| Homeless | 10 |
| Non-Homeless | 0 |
| Special-Needs | 0 |
| Total | 10 |

Table 59 - One Year Goals for Affordable Housing by Support Requirement

| One Year Goals for the Number of Households Supported Through | |
|---|----|
| Rental Assistance | 10 |
| The Production of New Units | 0 |
| Rehab of Existing Units | 0 |
| Acquisition of Existing Units | 0 |
| Total | 10 |

Table 60 - One Year Goals for Affordable Housing by Support Type

Discussion

Deltona has recognized the need of homelessness services based on information gathered from local CHDO and sub-recipient agencies. There has always been a level of assistance provided, however as needs increased the City sought an opportunity to apply for specific homelessness grant funds and was

awarded a grant through the State. The City aims to assist ten (10) families in need.

AP-60 Public Housing – 91.220(h)

Introduction

With the number of families who have lost their homes due to foreclosure, coupled with a high unemployment rate in the area, there is a great need for rental assistance, public housing, and affordable housing. While the City does provide resources to address affordable housing, the other two components are left to other agencies to perform. In addition to having affordable housing programs, the City also provides financial counseling. This financial education, which is provided to potential homebuyers, provides clients with the tools necessary to become good financial managers of personal income needed for homeownership.

The housing stock within the City is almost entirely comprised of detached single family dwellings. Because of the single family residential dominance, very little opportunity exists within the market for multi-family housing. The City recognizes that public housing may be needed. However, there are currently no plans for the provision of public housing within the City. The City will continue to refer clients to Volusia County.

Actions planned during the next year to address the needs to public housing

The City plans to continue to provide Fair Housing workshops, foreclosure workshops, housing counseling services, and homebuyer education classes, to adequately prepare potential homebuyers for the maintenance and upkeep of the home.

Actions to encourage public housing residents to become more involved in management and participate in homeownership.

Deltona has engaged two housing authorities to collaborate on the possibility of creating a partnership aimed at reaching out to current public housing residents who are on a path of self-sufficiency or those who may still be on a waiting list, to determine if any of those candidates would be ideal for the NSP homeownership program. This will help get those who are prepared into more suitable housing.

If the PHA is designated as troubled, describe the manner, in which financial assistance will be provided or other assistance.

Not applicable.

Discussion

Deltona is seeking ways to connect with the public housing offices and is interested in assisting the population of persons in need of housing opportunities.

AP-65 Homelessness and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

Addressing the emergency shelter and transitional housing needs of homeless persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Lack of Affordability and Financing for Affordable Housing is Limited. According to local affordable housing developers, the availability of financing presents a primary barrier to producing new subsidized housing. Although the cost of land and construction has declined, the tightened credit market, and decline in State and local subsidies have made it challenging for affordable housing developers to take advantage of lower costs. Although recent declines in home values have improved housing affordability, many lower income households still encounter difficulty buying a home.

Market rents are generally affordable to median-income households, but not for low, very low- and extremely-low income households. With a few exceptions, market rate rents are roughly comparable to the maximum affordable rents for households earning median income across the Entitlement Jurisdictions. In contrast, the average market rate rent far exceeds the maximum affordable rent for most low, very low- and extremely low-income households.

Development Constraints

Supply of Available Land. In many Entitlement Jurisdictions, the limited availability of land for housing development constrains new housing production. As a result, new residential production will largely occur as infill projects, often a more challenging and costly development type. It is worth noting, however, that infill development offers the benefits of greater transit accessibility, the redevelopment of underused sites, and the preservation of open space. Additionally, locating housing next to job centers, amenities, and transit has the benefit of lowering total housing cost by decreasing automobile transportation costs.

Land Costs. Due to the limited supply and high demand, land costs are high and not cost effective in some instances when developing affordable housing. Local developers indicate that land prices are slowly adjusting during this economic downturn. At the same time, developers generally report that the market is not efficient and that land owners' expectations of what their land is worth has declined less than one would expect given the severity of the housing downturn. Unless land owners are compelled to sell their property, many will wait for the market to recover, thereby perpetuating the restricting land supply and increasing land costs.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

Action #1: Support the increased production of affordable housing through public private partnerships with developers and capacity building for nonprofits. The City of Deltona will continue to work with local banks, developers and non-profit organizations to expand the stock of affordable housing. A continuation of these efforts should increase the production of new affordable housing units and assistance toward the purchase and renovation of housing in existing neighborhoods. Greater emphasis should also be placed on capacity building and technical assistance initiatives aimed at expanding non-profit, faith based organizations and private developers' production activities in the City.

Action #2: Facilitate access to below-market-rate units. City of Deltona will assist affordable housing developers by advertising the availability of below-market-rate units via the jurisdictions' websites, referral phone service, and other media outlets. The City will also facilitate communication between

special needs service providers and affordable housing developers, to ensure that home seekers with special needs have fair access to available units.

Action #3: Maintain a list of partner lenders. The City of Deltona will maintain a list of lenders that can help buyers' access below-market-rate loans and locally-sponsored down-payment and mortgage assistance programs.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

The City will aggressively market the availability of funds for minor and emergency housing repairs. In addition, the City will attempt to schedule homeowner counseling and workshops to expand appointment opportunities for those requiring services. The City will further engage local housing authorities and public housing agencies to seek clients who have developed self-sufficiency skills to an extent that would allow them to become homeowners under the NSP program.

Those clients who come to the City and are unable to purchase homes, or to secure rental housing at market rates, will continue to be referred to Volusia County's Section 8 or Public Housing Program as Deltona does not have public housing. In keeping with what has been done in prior years regarding the homeless, the City will continue to refer clients to the Volusia-Flagler County Coalition for the Homeless, which is the lead agency for homelessness services in Volusia County.

Underserved needs include social services, rental and affordable housing assistance, owner occupied rehabilitation, utility connections, and homelessness services. Efforts to expand suitable programs for the youth and elderly will be increased to provide more structured activities and to facilitate basic needs. The City will continue to collaborate with the Volusia/Flagler County Coalition for the Homeless to address the needs and strategies relating to homelessness services. Likewise, efforts to address rental and public housing will be made to give greater visibility to the issue of foreclosures and its effect on obtaining permanent, affordable housing. Obstacles to these needs will somewhat be relieved this upcoming year by the allocations that the City will perform regarding the utilization of CDBG funds.

Actions planned to foster and maintain affordable housing

The main barrier to affordable housing is finances. Often, it is not necessarily the fact that a potential homeowner doesn't have adequate income; sometimes it is just a matter of proper budgeting. The City is contracted with a housing counseling agency to address this matter. In addition, due to the fact that one of the greatest impediments to affordable housing is having the money for down payment

assistance, and the fees associated with closing, the City will continue to assist potential homebuyers who are able to make monthly mortgage payments, but are unable to provide required down payments/closing costs. The City will provide down payment and closing cost assistance based on the individual family household and other factors. This assistance will be offered in the form of a second mortgage with the affordability period contingent upon the amount of assistance provided to the applicant.

Actions planned to reduce lead-based paint hazards

Deltona will continue to conduct inspections to ensure there are no lead-based paint issues. The City will remediate any house that has tested positive for lead-based paint.

Actions planned to reduce the number of poverty-level families:

The City will continue to establish partnerships with agencies such as Workforce Development, and various social services agencies to foster preparedness for workforce activities such as Dress for Success, Resume Writing, and as for the past two years, Deltona will conduct an annual job fair. Deltona will continue to support Economic Development initiatives between the City and the County to create and retain jobs.

Actions planned to develop institutional structure:

Deltona plans to continue to aggressively support efforts from collaborating partners to produce a framework of essential services that are convenient to the greater population.

Actions planned to enhance coordination between public and private housing and social service agencies:

Deltona has recently joined Access West Volusia, a local coordination of services with government, social services, and private agencies to offer resources to residents on the West side of the County. The HCD unit has also engaged in discussions with local housing authorities to discuss the public housing arena as well as other aspects about homelessness. The City will be administering its first ESG grant this upcoming year. Staff of HCD is also aware of the need for short term residential housing to address homelessness. However, the City is somewhat limited in its ability to provide monetary assistance due to a reduction in funds received from the Federal government and other sources.

An increase in the requests for various types of social services including emergency housing, utility payments, and rental assistance, has created a condition where the City will be assisting more in the coordination of services. The City will continue to work with agencies such as the Volusia/Flagler County Coalition for the Homeless and its partners to appropriately address the needs of our community. Social

service partners who are approved for funding will, on a smaller scale, help provide assistance to the needy.

Deltona uses all resources available in the preparation of the plan, including volunteers, paid staff, consultants, and the community. The City expends every effort to facilitate and coordinate activities, resources, and strategies that will prove beneficial to achieving the desired outcome.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|--|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit, for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 0 |

Other CDBG Requirements

| | |
|---|--------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 85.00% |

Discussion:

Deltona uses a specific target area to serve as a guide in implementing projects and activities in the CDBG Strategic Plan. This method provides the assurance that not less than 70% of the entire funds are spent on low-income residents.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/5/2013

FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 8 - C

SUBJECT: Ordinance No. 14-2013, Adding an additional homestead exemption as permitted under F.S. 196.075(2)(b), and providing a method for computing income limitations for qualifications, at first reading and to schedule second and final reading.

| | |
|---|--|
| LOCATION: | Citywide |
| BACKGROUND: | At the Regular City Commission Meeting held on Monday, June 17, 2013 Mayor Masiarczyk requested that the City Attorney prepare an Ordinance to support the new Florida Statute which adds an additional homestead exemption for a senior exemption available for low income senior residents who have lived in their home for over 25 years. |
| ORIGINATING DEPARTMENT: | City Attorney's Office |
| SOURCE OF FUNDS: | General Fund |
| COST: | The estimated reduction in annual ad valorem revenue for FY 2013/2014 is approximately under \$1,000. |
| REVIEWED BY: | City Attorney, Finance Director |
| STAFF RECOMMENDATION PRESENTED BY: | City Attorney Beck Vose - That the City Commission consider approval of Ordinance No. 14-2013 adding an additional homestead exemption as permitted under F.S. 196.075(2)(b) and providing a method for computing income limitations for qualifications, at first reading and to schedule second and final reading for August 19, 2013. |
| POTENTIAL MOTION: | "I move to approve Ordinance No. 14-2013 at first reading and to schedule second and final reading for August 19, |

**AGENDA ITEM
APPROVED BY:**

2013."

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Ordinance No. 14-2013

ORDINANCE NO. 14-2013

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, ADDING SECTIONS 62-2 AND 62-3 TO THE DELTONA CODE OF ORDINANCES ADDING AN ADDITIONAL HOMESTEAD EXEMPTION AS PERMITTED UNDER F.S. §196.075(2)(b), AND PROVIDING A METHOD FOR COMPUTING INCOME LIMITATIONS FOR QUALIFICATIONS, PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with s. 6(d), Art. VII of the State Constitution, Florida Statutes, Section 196.075(2)(b) allows the governing authority of any municipality, by supermajority vote, to adopt an ordinance to allow an additional homestead exemption equal to the amount of the assessed value of the property for any person who has the legal or equitable title to real estate with a just value less than \$250,000 and has maintained thereon the permanent residence of the owner for at least 25 years, who has attained age 65, and whose household income does not exceed certain income limitations as prescribed in such Florida Statute; and

WHEREAS, the City Commission of the City of Deltona wishes to make this additional exemption available to qualified City of Deltona residents in the maximum amount permitted by law; and

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, AS FOLLOWS:

SECTION 1. Chapter 62, “Taxation,” Article I, “In General,” of the Code of Ordinances of the City of Deltona is hereby amended by adding Sections 62-2 and 62-3 to read as follows:

Sec. 62-2. – Additional homestead exemption permitted by F.S. §196.075(2)(b)

In addition to the additional homestead exemption granted pursuant to Section 62-1 above, the City of Deltona hereby grants an exemption that only applies to ad valorem taxes levied by the City of Deltona, equal to the amount of the assessed value of the property for any person who has the legal or equitable title to real estate with a just value less than \$250,000 and has maintained thereon the permanent residence of the owner for at least 25 years, who has attained age 65, and whose household income does not exceed income limitations as prescribed in Section 62-1 above. A taxpayer claiming this additional exemption shall annually submit to the property appraiser, not later than March 1, a sworn statement of household income on a form prescribed by the Department of Revenue.

Sec. 62-3. – Computation of income limitations under sections 62-1 and 62-2

In accordance with Florida Statutes, Section 196.075(3), beginning January 1, 2001, the \$20,000 income limitation provided under Sections 62-1 and 62-2 shall be adjusted annually, on January 1, by the percentage change in the average cost-of-living index in the period January 1 through December 31 of the immediate prior year compared with the same period for the year prior to that. The index is the average of the monthly consumer-price-index figures for the stated 12-month period, relative to the United States as a whole, issued by the United States Department of Labor.

City of Deltona, Florida
Ordinance No. 14-2013
Page 3 of 3

SECTION 3. 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 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 _____, 2013.

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



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/5/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 9 - A
SUBJECT: Consideration of appointment of one (1) alternate member to the City's Charter Review Committee.

| | |
|---|---|
| LOCATION: | N/A |
| BACKGROUND: | <p>At the Regular City Commission meeting held on Monday, July 15, 2013, the City Commission ranked each of the two alternate members and the lowest ranked alternate member was appointed to the Charter Review Committee, Paula Rossiter. This left the Committee with only one (1) alternate member, David Dapore. There is a tie score for the next lowest ranked applicants from the original ranking which took place on Monday, June 17, 2013, Carolyn Carbonell and Michelle McFall-Conte.</p> <p>Staff contacted both applicants, Mrs. Carbonell is interested in being appointed as an alternate to the Charter Review Committee and Mrs. McFall-Conte has been contacted but, staff has not received a response.</p> |
| ORIGINATING DEPARTMENT: | City Clerk's Office |
| SOURCE OF FUNDS: | N/A |
| COST: | N/A |
| REVIEWED BY: | City Clerk |
| STAFF RECOMMENDATION PRESENTED BY: | Joyce Raftery, City Clerk - That the Commission consider the appointment of one (1) alternate member to the Charter Review Committee to replace Paula Rossiter who has been appointed as a member to the Committee. |
| POTENTIAL | |

MOTION:

"I move to confirm the appointment of the following alternate member _____ to the City's Charter Review Committee."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- E-mail from Carolyn Carbonell
- Final Ranking Sheet of June 17, 2013

RE: Charter Review Committee

cscarbon@volusia.k12.fl.us

To: Karissa Cook
Sent On: Monday, July 22, 2013 5:13:50 PM
Archived On: Monday, July 22, 2013 5:15:26 PM
Identification Code: eml:295a850f-51ca-48ec-9d22-60331638574e-2147478606

At this time, I would be interested in participating as an alternate.

Carolyn Carbonell
Principal
Heritage Middle School
386 - 575-4113, extension 45008

-----Original Message-----

From: Karissa Cook [mailto:KCook@deltonafl.gov]
Sent: Friday, July 19, 2013 12:38 PM
To: Carbonell, Carolyn S.
Subject: Charter Review Committee

Mrs. Carbonell,

I forwarded your questions to the City Attorney, who works closely with Charter Review Committee, she replied with the following:

"Ms. Carbonell - Thank you for your interest in the City of Deltona's Charter Review Committee. The exact dates and times of the meetings have not yet been set, but the dates will be chosen in an attempt to accommodate the availability of the committee members. Alternates attend each of the meetings, but do not actively participate. Alternates are available in the event a regular member is, for whatever reason, no longer able or willing to participate as a member. There would be no voting responsibilities unless you become a regular member by replacing a former member of the committee. I would be happy to discuss this with you if you would like. The easiest way to reach me is on my cell phone - 407-448-0111. I hope this information helps! Becky Vose, City Attorney"

If you have any more questions feel free to contact myself or Becky.

Thank You
Karissa Cook
PH# 386-878-8507

-----Original Message-----

From: cscarbon@volusia.k12.fl.us [mailto:cscarbon@volusia.k12.fl.us]
Sent: Friday, July 19, 2013 8:35 AM
To: Karissa Cook
Subject:

Mrs Cook,

Sorry for not getting back with you sooner, as I was on vacation.

Please tell me some specifics about this alternate position.

What days and times are the meetings?
What role do I have as an alternate?
Do I attend all meetings?
Do I participate in discussions?
Are there any voting responsibilities?
etc.

Looking forward to hearing from you.

Carolyn Carbonell

Carolyn Carbonell
Principal
Heritage Middle School

This communication and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify Support Services at custserv@volusia.k12.fl.us. Under Florida law, our e-mail addresses and communications are public records. If you do not want your e-mail address and message content released in response to a public records request, do not send electronic mail to this system. Instead, contact this office by phone or in writing. Thank You

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Deltona's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

| | APPLICANTS | Mayor | Vice Mayor | Barnaby | Herzberg | Lowry | Nabicht | Schleicher | TOTALS |
|----|-------------------------|--------------|-------------------|----------------|-----------------|--------------|----------------|-------------------|---------------|
| 7 | Michael Kiepert | 5 | 10 | 4 | 2 | 9 | 3 | 1 | 34 |
| 1 | Jean Armstrong | 9 | 5 | 1 | 7 | 3 | 7 | 3 | 35 |
| 5 | Lonnie N. Groot | 10 | 1 | 3 | 3 | 1 | 10 | 8 | 36 |
| 6 | Michael Kerns | 3 | 7 | 8 | 1 | 7 | 6 | 4 | 36 |
| 10 | Beverly Spitz | 1 | 3 | 7 | 8 | 4 | 4 | 9 | 36 |
| 4 | David Dapore | 2 | 2 | 9 | 5 | 6 | 9 | 6 | 39 |
| 9 | Paula Rossiter | 7 | 6 | 6 | 6 | 8 | 1 | 5 | 39 |
| 3 | Carolyn Carbonell | 6 | 9 | 10 | 9 | 5 | 2 | 2 | 43 |
| 8 | Michelle McFall-Conte | 4 | 8 | 5 | 4 | 10 | 5 | 7 | 43 |
| 2 | Richard L. Buckler, Jr. | 8 | 4 | 2 | 10 | 2 | 8 | 10 | 44 |



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 8/5/2013

FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 10 - A

SUBJECT: Consideration of appointment of one (1) member to the City's Planning and Zoning Advisory Board (Mayor Masiarczyk's appointment).

LOCATION:

N/A

BACKGROUND:

Board member Michael Kiepert chose to resign from the Planning and Zoning Board after being selected to be a member of the Charter Review Committee on June 17, 2013.

The City has run press releases, posted the opening on the City's WebPage, and bulletin boards. To date, the City has received applications from the following interested individuals: Rod Geilen; Wendi Hickey, Jose Irizarry and Timothy Willis.

ORIGINATING DEPARTMENT:

City Clerk's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk, Acting City Manager

STAFF RECOMMENDATION PRESENTED BY:

City Clerk Joyce Raftery - That the Commission members confirm the appointment of one (1) individual as selected by the appointing members of the City Commission to the Planning and Zoning Advisory Board.

POTENTIAL MOTION:

"I move to confirm the following Commission member's appointment of the citizen member _____ to the Planning and Zoning Advisory Board for the

remainder of a term to expire on March 15, 2014.”

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- P Z Board Member List
- Resignation Email - Kiepert
- Application - Geilen
- Application - Hickey
- Application - Irizarry
- Application - Willis

City of Deltona, Florida
PLANNING AND ZONING BOARD

| | <u>Appointed By</u> | <u>Apptd. Date</u> | <u>Term Exp.</u> |
|---|---|--|------------------|
| David McKnight CHAIRMAN 2910 Newmark Dr. Deltona, FL 32738 (386) 214-1927 Email: Dave.m@earthlink.net | Commissioner Herzberg (District 3) | 04-04-11 | 03-15-14 |
| Victor M. Ramos VICE CHAIR 1540 Howland Blvd. P.O. Box 390413 Deltona, FL 32739 (386) 532-7881 (H) (786) 261-4380 (C) Email: pitirre@cfl.rr.com | Vice Mayor Denizac (District 1) | 12-17-07 03-01-10 03-04-13 (Re-apptd.) | 03-15-16 |
| Michael Kiepert (Apptd. CRC) 3254 Wild Pepper Ct. Deltona, FL 32725 (386) 789-1092 Email: Michael@kiepert.net | Mayor Masiarczyk | 10-03-11 03-04-13 (Re-apptd.) | 03-15-16 |
| Herb Zischkau 2760 Pinegrove Avenue Deltona, FL 32725 (386) 532-6600 Email: zischkau@mac.com | Commissioner Barnaby (District 2) | 03-04-13 | 03-15-16 |
| Noble Olasimbo 2768 Foxdale Dr. Deltona, FL 32738 (386) 737-6023 (352) 483-9092 Email: nolasimbo@bellsouth.net | Commissioner Schleicher (District 4) | 04-04-11 | 03-15-14 |
| Adam Walosik 1426 Montecito Ave. Deltona, FL 32738 (407) 625-4194 Email: awalosik@att.net | Commissioner Lowry (District 5) | 04-04-11 | 03-15-14 |
| Tom Burbank 2073 Brewster St. Deltona, FL 32738 (386) 789-3054 (386) 747-1944 Email: tburbank@cfl.rr.com | Commissioner Nabicht (District 6) | 06-17-13 | 03-15-14 |
| <u>Staff Liaison:</u> | | | |
| Chris Bowley, AICP Planning & Development Services Director 2345 Providence Blvd. Deltona, FL 32725 (386) 878-8602 (386) 878-8501 Fax Email: cbowley@deltonafl.gov | | | |

Joyce Raftery

From: Michael Kiepert <michael@kiepert.net>
Sent: Wednesday, June 19, 2013 8:13 AM
To: Chris Bowley
Cc: Dave Denny; Joyce Raftery
Subject: Re: P&Z/Charter Review Committee

Good morning Chris,

With my recent appointment to Charter Review please accept my resignation from P&Z.

Thank you,

Michael Kiepert

On June 18, 2013 3:08:50 PM Chris Bowley wrote:

Hello, Michael. First, congratulations on your nomination to the Charter Review Committee. As a follow up, we'll need a letter of resignation from you for the Planning and Zoning Board to be able to fill that position. I checked with the City Clerk's Office and an e-mail will suffice.

Again, congratulations and you will be missed on the P&Z.

Thanks for serving!

Chris

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Deltona's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

Mitch Honaker

From: Rod Geilen <fishwpb@yahoo.com>
Sent: Saturday, May 18, 2013 10:27 AM
To: Mitch Honaker
Subject: Citizen Board/Committee Application
Attachments: Attach0.html

Follow Up Flag: Follow up
Flag Status: Flagged

Request From: Rod Geilen
 Email: fishwpb@yahoo.com
 Source IP: 97.104.177.106

Address: 2771 Lafoy Ct
 City: Deltona
 State: Florida
 Zip: 32738
 Phone: 407 579 3444
 Alt Phone:
 Fax:
 Organization:

Checkbox Choices
 Planning & Zoning Board,

Number of Years as a Deltona Resident
 6 - 10 Years

What Commission district do you reside in?
 District 5

Are you a registered voter in Volusia County?
 Yes

Who is your employer? (Please include number of years, address, phone number and title/position)
 Kratos Defense 5 years
 1801 Transport Dr Orlando, FL 32832
 Mechanical Technician Black Hawk Helicopter Group

Please summarize your work experience.
 Complete work experience includes, sales, marketing, management and technical background. Presently building Blackhawk and Chinook helicopter and Abrams tank simulators

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

Big Brothers member, Rotary Club member,

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

President HOA Port Orange, FL reelected 5 times(5 years)

Economic and zoning development Lake Worth FL,(1 year) had company transfer

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

Ability to listen to the whole story or issue, Balance the benefits to both parties. Ability to discuss issues calmly. I am 61 and have many years of life experiences.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

Having lived in Port Orange, FL and West Palm Beach, FL I have seen a good quality of life there with much growth and opportunities. I would like to help at the "roots" of planning and zoning to help our city grow and prosper.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

NA

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

No

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Al Garces 5905 Riverside Port Orange, FL 32127

Maurice Crane 723 Indigo Ave Orlando, FL 32828

Patricia Bell 2780 Lafoy Ct Deltona, FL 32738

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I agree

Request From: Wendy A. Hickey
 2289 Howland Blvd., Deltona, FL 32738
 Phone: 386-532-3164

Email: wendy.hickey1@gmail.com

Alt Phone: 386-216-4831

Applying for: Planning & Zoning Board

Number of Years as a Deltona Resident: 16 - 20 Years

What Commission district do you reside in?: District 1

Are you a registered voter in Volusia County?: Yes

Who is your employer?: City Of Orange City 205 E. Graves Avenue Orange City, FL 32738 I have been employed by the city for almost 10 years 9 months. I currently hold the position of Planner I.

Please summarize your work experience.

I have over 8 years of municipal planning experience in West Volusia County. My position reviews and coordinates various developments for compliance with the City Land Development Code, and Comprehensive Plan from the application process to final approval (Development Order). In addition my position requires extensive research and analysis of transportation, utility and recreation programs.

Volunteer service organizations, clubs, or professional societies:

Bicycle and Pedestrian Advisory Committee - Small City Technical Advisor

Public School Facilities Planning Technical Committee- Committee Member and Former Chairman.

American Planning Association (APA) - Member

Florida Planning and Zoning Association Surfcoast Chapter- Board member, Secretary

American Legion Auxiliary Deltona Unit #255- President

Have you ever served on a committee or advisory board?: I had recently been appointed to the Affordable Housing Advisory Committee.

Describe any additional knowledge, skill, education, or experience: I am currently a planner in an adjacent municipality which gives me the unique understanding of the Development issues of West Volusia County.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring: I feel that Deltona is now on a path to change its reputation as a bedroom community into a City that can provide a Work, Live, Play community, planning and economic development will be leading the transformation of the city and my experience as planner in a municipality with a tax base of more than 75% commercial will be an asset to the board and the City.

Potential conflict of interest: I do not have any business enterprise that has any financial interest with Deltona.

Convictions: None

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Deborah Renner 205 E. Graves Ave. Orange City, FL 32763 (386) 775-5403

Tina Demostene 205 E. Graves Ave. Orange City, FL 32763 (386) 775-5424

Alison Stettner 205 E. Graves Ave. Orange City, FL 32763 (386)775-5418

Additional Information or Comments: None

I declare the foregoing facts to be true, correct, and complete: I agree.

Request From: Jose Irizarry
 Email: joseirizarry47@gmail.com
 1931 Kirkwood Street
 Deltona, Florida 32738
 Phone: 386-218-6812
 Alt Phone: 386-218-6812
 Organization: IPC Investigations & Consultants

Checkbox Choices: Planning & Zoning Board,

Number of Years as a Deltona Resident: 16 - 20 Years

What Commission district do you reside in? District 4

Are you a registered voter in Volusia County? Yes

Who is your employer? (Please include number of years, address, phone number and title/position)
 IPC Investigations & Consultants (Self Employed) 386-218-6812 Legal Document preparation

Please summarize your work experience. 13 years as a police officer for the City of Mount Dora

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held. Planning and Zoning Board for the City of Deltona, Latino Officers Association

Have you ever served on a committee or advisory board? Have you ever held public office; List offices involved, whether elected or appointed, and the length of service. Yes, City of Deltona Planning and Zoning Board

Describe any additional knowledge, skill, education, or experience: Masters degree in legal studies with a concentration in Homeland Security. Prior experience as a Deltona Planning and Zoning Board member.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

Serving on the Board would allow me to become better acquainted with the residents of the City of Deltona and further familiarize myself with the zoning requirements for new and proposed construction projects within our growing and expanding city. To increase economic development within the City of Deltona, so that we become a thriving member of the SW Volusia and Volusia County Community

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold. No

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less, unless it also included a jail sentence. No

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Additional Information or Comments: Served on the P& Z Board prior

I declare the foregoing facts to be true, correct, and complete. I agree

Request From: Timothy O. Willis
 Email: twillis@aohrs.com
 Source IP: 99.170.244.189

Address: 89 South Courtland Blvd.
 City: Deltona
 State: FL
 Zip: 32738
 Phone: (407) 323-8895
 Alt Phone: (386) 801-4555
 Fax:
 Organization:

Checkbox Choices
 Planning & Zoning Board,

Number of Years as a Deltona Resident
 6 - 10 Years

What Commission district do you reside in?
 District 6

Are you a registered voter in Volusia County?
 Yes

Who is your employer? (Please include number of years, address, phone number and title/position)
 Alpha & Omega Human Resource Solutions, LLC
 89 South Courtland Blvd. Deltona, FL 32738-8313 / (407) 323-8895
 Owner/ President

Please summarize your work experience.
 I have a total of 28 year law enforcement experience and 10 year retail loss prevention.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.
 West Volusia Regional Chamber of Commerce(Member), West Volusia Realtors Association (Affiliate Member), South East Volusia Chamber of Commerce(Memeber), National Sheriff's Association (Member), Florida Deputy Sheriff's Association(Memeber),

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.
 None

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.
 Of my 28 years in law enforcement, 6 years were as a police officer for both the City of Longwood and City of Winter Springs, apart of my job duties were the enforcement of city code enforcement.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I believe that my yeas experiences in law enforcement and loss prevention gives me more than enough knowledge or qualifications needed for making good solid sound decisions.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

None

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

None

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

David & Bonnie Nixon 161 Poinciana Lane Deltona, Fl (407)321-8978/ David & Anita Auginblick 93 South Courtland Blvd Del;tona, Fl 32738 (407) 415-9662/ Kevin Keys 2813 Howland Blvd Deltona, Fl 32725 (386) 532-5100

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I agree



AGENDA MEMO

TO: Mayor & City Commission

AGENDA DATE: 8/5/2013

FROM: William D. Denny, Acting City Manager

AGENDA ITEM: 10 - B

SUBJECT: Request for approval of award of Bid #13015 for a Commercial Real Estate Broker to sell Dupont Lakes Park.

LOCATION:

Dupont Lakes Park, 2711 Elkcarn Boulevard, Deltona

BACKGROUND:

Staff requested bids from qualified Commercial Real Estate Brokers to provide their commission fee to sell Dupont Lakes Park which is a 12 acre park located at 2711 Elkcarn Boulevard, Deltona, Florida 32738.

Typical services may include up to, but not limited to the following:

- Advertising and listing property
- Handling of other customary activities and services associated with real estate transactions
- Represent the City during all real estate transactions
- All necessary interaction and coordination required to facilitate an efficient closing on behalf of the City

The bid was posted on demandstar and 272 companies were notified. The bid was also sent to the West Volusia Association of Realtors. Only one company responded which was Coldwell Banker Commercial with a commission fee of 4.5%.

ORIGINATING DEPARTMENT:

City Manager's Office

SOURCE OF FUNDS:

Commission from the proceeds of sale

COST:

4.5% Commission

REVIEWED BY:

Acting City Manager

**STAFF
RECOMMENDATION
PRESENTED BY:**

William D. Denny, Acting City Manager - Recommendation is being made to enter into an agreement with Coldwell Banker Commercial to provide Commercial Real Estate Broker Services at a commission fee of 4.5%.

**POTENTIAL
MOTION:**

"I move to enter into an agreement with Coldwell Banker Commercial to provide Commercial Real Estate Broker Services at a commission fee of 4.5%."

**AGENDA ITEM
APPROVED BY:**

William D. Denny, Acting City
Manager

ATTACHMENTS:

- Original Bid
- Bid from Coldwell Banker Commercial
- Draft Listing Agreement

| | |
|--|--|
| <p>Submit BID to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p> | <p>BID # 13015</p> <p>COMMERCIAL REAL ESTATE BROKER SERVICES</p> |
| <p><u>Contact:</u></p> <p>Kate Krauss, Purchasing Manager</p> <p>Phone: (386) 878-8100</p> <p>Fax: (386) 878-8571</p> | <p>BIDDERS NAME: _____</p> <p>_____</p> <p>_____</p> |
| <p>Responses Due Date & Time:</p> <p>THURSDAY, JULY 11, 2013</p> <p>AT 2:00 P.M.</p> | <p>MAILING ADDRESS: _____</p> <p>_____</p> <p>_____</p> |
| <p><u>Location of Public Opening:</u></p> <p>City of Deltona, 2nd Floor Conference Room</p> <p>2345 Providence Blvd., Deltona, FL 32725</p> | <p>_____</p> <p>_____</p> <p>Phone#: _____</p> |
| | |

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Bidders shall complete and submit the additional required information together with the forms herein in a binder and in the order as they are requested. All responses shall be submitted in a sealed envelope. The face of the envelope shall contain Company's name, return address, the due date and time, the BID# and title. Companies shall submit **three typed copies and one unbound original (please do not use three ring binders)** of their response, complete with all supporting documentation. **SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES AN OFFER BY THE COMPANY SUBMITTING RESPONSE.** BID responses which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective Bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the Purchasing staff regarding this Request for Proposals or their response at any time during the BID process. Any such contact shall be cause for rejection of your response. The BID/RFQ process is not complete until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: BID must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidders in contractual obligations. Responses must be typed or legibly printed in ink. Use of erasable ink is not permitted. The original bid conditions and specifications cannot be changed or altered in any way. Altered BID's will not be considered. Clarification of BID's submitted shall be in letter form, signed by bidders and attached to the BID.

BID #13015 Commercial Real Estate Broker

BIDDER INFORMATION: Firms shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the BID Information Sheet, whichever part applies, and include with their submittal.

JOINT VENTURES: Responses submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Request for Proposals.

NO RESPONSE: If not submitting a BID response, respond by returning only the Statement of No Response, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The response time and place shall be scrupulously observed. Under no circumstances shall submittals delivered after the time specified be considered; such Submittals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serves as the official authority to determine lateness of any response. It is the Bidders sole responsibility to assure that his/her response is complete and delivered at the proper time and place of the BID opening. Submittals which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public BID Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-878-2100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidders. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, proposed prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDERS'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidders total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidders total offer will be corrected accordingly. BID's having erasures or corrections must be initialed in ink by the Bidders.

AWARD TERM: The award is until the property is sold.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Bidders' Federal Employer Identification Number (F.E.I.N.).

BID #13015 Commercial Real Estate Broker

- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the BID Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this request if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Documents are the only conditions applicable to this BID and the Bidders authorized signature on the BID Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the BID Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Submittals; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the BID Documents shall be requested in writing (facsimile transmission acceptable (386) 878-8571, and received by the City at least seven (7) calendar days prior to the BID Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the BID. Therefore, oral statements given before the BID opening will not be binding. Any interpretation of, or changes to, the BID will be made in the form of a written Addendum to the BID and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their response.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to BID Documents, in the form of a written addendum. Should revisions to the BID Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addenda are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain BID Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a BID holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your BID to be rejected as non-responsive if you have failed to submit a BID without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Bidder who disputes the BID selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their BID the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more BID's which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a BID received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the City's Purchasing Manual shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all Submittals, or waive any minor

BID #13015 Commercial Real Estate Broker

irregularity or technicality in Submittals received, award or eliminate any portion of the response, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this BID and all provisions of the successful firm's submittal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this BID prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the BID prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a BID, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Request for Proposals and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her response meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of the BID opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product proposed, and capable of producing or providing the items proposed, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one response from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all Submittals will be rejected if there is reason to believe that collusion exists between Bidders. BID's in which the prices obviously are unbalanced will be subject to rejection.

BID #13015 Commercial Real Estate Broker

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a BID expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, BID's become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the BID, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

BID's may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals. Bidders should prepare their responses and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all Submittals and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the response of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

BID#13015
COMMERCIAL REAL ESTATE BROKER

SCOPE OF SERVICES

Commercial Real Estate Broker Services – The City of Deltona is requesting from qualified, licensed Commercial Real Estate Brokers, your commission fee to sell its property known as Dupont Lakes Park which is a 12 acre park located at 2681 Elkcam Boulevard, Deltona, Florida 32738.

Typical services may include up to, but not be limited to the following:

- Advertising and listing property
- Handling of other customary activities and services associated with real estate transactions;
- Represent the City during all real estate transactions;
- All necessary interaction and coordination required to facilitate an efficient closing on behalf of the City;

Real Estate Professionals Qualifications – The successful bidders shall demonstrate and have at a minimum the following qualifications:

- Must be licensed and in good standing with the Florida Real Estate Commission;
- Must be in the primary business of performing commercial real estate professional services for a minimum of five (5) years in the local market;
- Must have an excellent reputation in the real estate community;
- Must be knowledgeable in the local (defined as within the legal boundaries of Volusia County) real estate market and have had experience with listing and representing owners in the sale of properties; and,
- Must be knowledgeable in the use of all public real estate records maintained by the Volusia County Property Appraiser

CITY OF DELTONA BROKER INFORMATION SHEET

The information below is required to complete your proposal packet. Type or print only.

Company Name: _____

Address 1: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Remittance (Payment) Mailing Information

Address 1: _____

Address 2: _____

City: _____ State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Federal Tax ID No.:

Tax ID Type: Federal Tax ID Social Security Number

Qualification of Personnel. It is essential that the project be supervised and carried out by personnel with a Real Estate Broker's License and the training and experience appropriate to the nature of the project. The bid submitted by prospective firm **must include** documentation of the professional qualifications of the key personnel to be employed.

Such documentation shall include, but not be limited to:

- Evidence of possession of required licenses and business permits and number of years selling Commercial Real Estate

**BID 13015
REFERENCES**

| | | |
|----|--------------------|--|
| #1 | Agency | |
| | Address | |
| | City, State, ZIP | |
| | Contact Person | |
| | Telephone | |
| | Date(s) of Service | |
| | Type of Service | |
| | Comments: | |
| #2 | Agency | |
| | Address | |
| | City, State, ZIP | |
| | Contact Person | |
| | Telephone | |
| | Date(s) of Service | |
| | Type of Service | |
| | Comments: | |
| #3 | Agency | |
| | Address | |
| | City, State, ZIP | |
| | Contact Person | |
| | Telephone | |
| | Date(s) of Service | |
| | Type of Service | |
| | Comments: | |

INSURANCE REQUIREMENTS

The Contractor agrees to provide and maintain at all times during the term of any agreement resulting from this bid, or for such longer periods as may be required, without cost or expense to the City of Deltona, policies of insurance insuring the Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Contractor under the terms and provisions of this agreement. The awarded vendor shall secure and maintain, at its sole cost and expense during the contract term, the following minimum insurance coverage:

Commercial General Liability – Shall have minimum limits of \$100,000 Per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or completed Operations, and a Contractual Liability Endorsement.

Workers Compensation – Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident.

Requirements for Contractors that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below: Incorporated or unincorporated Contractors with one or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.

The City reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the insurance referenced above. A certificate of insurance indicating that the Bidder has coverage in accordance with the requirements herein set forth shall be furnished prior to the execution of the contract and annually upon renewal thereafter. **The Bidder shall either cover any sub-Contractors on its policy or require the sub-Contractors to conform to all requirements for insurance contained herein.**

Bidder agrees that City will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City Representative. Bidder agrees that the insurer shall waive its rights of subrogation, if any, against the City on Commercial General Liability and Workers Compensation

All questions are to be directed, in writing, to Kate Krauss, Purchasing Manager at kkrauss@ci.deltona.fl.us or faxed to (386) 878-8571 seven calendar days prior to due date in order to issue an addenda. **Please do not call to ask questions that need to be addressed through an addendum. There is no guarantee that your call will be returned due to the volume of calls that would be received on this type of project.**

CONTACT: All prospective bidders are hereby instructed not to contact any member of the BID #13015 Commercial Real Estate Broker

City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR a member of the Purchasing staff regarding this Request for Proposals or their response at any time during the BID process. Any such contact shall be cause for rejection of your submittal. **The BID process is not complete until an award is made.**

The City reserves the right to reject any or all submittals, to waive informalities in the submittals and to re-advertise for submittals.

The City also reserves the right to separately accept or reject any item or items of a response and to award and/or negotiate a contract in the best interest of the City.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

NOTARY PUBLIC

My Commission Expires:

BID #13015 Commercial Real Estate Broker

**LOBBYING AND CONFLICT OF INTEREST CLAUSE
ETHICS CLAUSE**

“ “

(Company)

“ _____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former City officer or employee or any City officer or employee. For breach or violation of this provision the City may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former City officer or employee”.

Signature _____

Date: _____

STATE OF: _____ CITY OF: _____

Subscribed and sworn to (or affirmed) before me on (date) by (name of affiant). He/She is personally known to me or has produced as identification. (type of identification)

NOTARY PUBLIC

My commission expires:

END BID

BID FORM
BID #13015 COMMERCIAL REAL ESTATE BROKER

Bid the percentage Commission to be charged to the City:

_____ %

Signature of Commercial Real Estate Broker

Date



**COLDWELL BANKER COMMERCIAL
COAST REALTY**

THE PAVILION AT PORT ORANGE
5535 S WILLIAMSON BLVD., SUITE 724
PORT ORANGE, FL 32128

OFFICE 386-763-3323
FAX 386-763-3326
info@coastrealty.cc
www.coastrealty.cc

To whomever it may concern,

Thank you for the opportunity to briefly explain how I would effectively bring the Dupont Lake Park, to the Commercial Real Estate Market. I have included a display of the concept for the Marketing System I am offering on the next page

The Marketing System I would be implement for the listing of Dupont Lake Park would be based upon initially designing a full website that will showcase the key features of a property. I then direct all of my marketing efforts to the site, as well as myself for direct contact, enabling me to track the results of my efforts through Web Analytics. From my 17 years of experience in Commercial Real Estate prospective buyers are becoming information driven asking for as much information as conveniently possible, allowing them to make a quick yet informed decision of whether it is worthy to pursue. A key aspect of creating exposure for a listing is to spread the word to other brokers. By building the site we have something that is both eye catching and enables them to conveniently direct the listing material to their clientele (via simple web address; ex: www.deltonapark.com and yes it is currently available).

In terms of brand affiliation Coldwell Banker Commercial is an international brand with strong recognition throughout North America and Internationally. There are 656 offices worldwide and over 2800 professionals, many of which will receive a Dupont Lake Park listing announcement though our Intranet Mail System and could possibly show it to their clients.

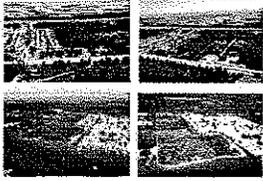
Thank you for your time and consideration,

Bob Kellar
President /
Broker



Market System

Professional Quality Photography



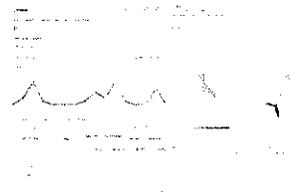
Informative Market Packs



Large Commercial Signage



Site Analytics - Track Efforts



- Number of Visits
- What they clicked
- Where they are located; by city, state, country.
- How they got to the site
- How long they stayed
- New or Returning
- Much more



- Public Interest**
- Orland Sentinel
 - West Volusia Beacon
 - DB News Journal
 - *With Consideration



Sends Listing directly to CBC Affiliates inboxes

- 650+ Offices Worldwide
- Over 2800 Professionals



- Investors
- Developers
- Local Land Owners
- Site Selectors



Catylst feeds to dozens of Commercial Real Estate exchanges.

Prepared by:

Name
 Bob Kellar
 bob@coastrealty.cc



CITY OF DELTONA BROKER INFORMATION SHEET

The information below is required to complete your proposal packet. Type or print only.

Company Name: Coldwell Banker Commercial Coast Realty

Address 1: 5535 S Williamson Blvd. Suite 724

Address 2: _____

City: Port Orange

State: FL

Zip Code: 32128

Phone Number: 386.763.3323

Fax Number: 386.763.3326

Project Contact: 386.451.7791

e-mail address: bob@coastrealty.cc

Remittance (Payment) Mailing Information

Address 1: 5535 S Williamson Blvd. Suite 724

Address 2: _____

City: Port Orange State: FL

Zip Code: 32128

Phone Number: 386.763.3323

Fax Number: 386.763.3326

Project Contact: 386.451.7791

e-mail address: bob@coastrealty.cc

Federal Tax ID No.:
59-3181285

Tax ID Type: Federal Tax ID Social Security Number

BID #13015 Commercial Real Estate Broker

Qualification of Personnel. It is essential that the project be supervised and carried out by personnel with a Real Estate Broker's License and the training and experience appropriate to the nature of the project. The bid submitted by prospective firm **must include** documentation of the professional qualifications of the key personnel to be employed.

Such documentation shall include, but not be limited to:

- Evidence of possession of required licenses and business permits and number of years selling Commercial Real Estate

**BID 13015
REFERENCES**

| | | |
|----|--------------------|--|
| #1 | Agency | St. Johns Water Management District |
| | Address | 4049 Reed Street |
| | City, State, ZIP | Palatka, FL 32177 |
| | Contact Person | Ray Bunton, Real Estate Services |
| | Telephone | 386-329-4500 |
| | Date(s) of Service | 1998 to Present |
| | Type of Service | Sold Land for conservation uses to them while representing the landowners. |
| | Comments: | |
| #2 | Agency | Volusia Forever |
| | Address | 123 W. Indiana Ave. |
| | City, State, ZIP | Deland, FL 32720 |
| | Contact Person | Various |
| | Telephone | 386-257-6000 |
| | Date(s) of Service | 1998 to Present |
| | Type of Service | Land Conservation Sales |
| | Comments: | |
| #3 | Agency | Robert Hart - Individual and Corporation |
| | Address | 3939 State Road 44 |
| | City, State, ZIP | New Smyrna Beach, FL 32168 |
| | Contact Person | Robert Hart |
| | Telephone | 386-427-4129 |
| | Date(s) of Service | 2000 to Present |
| | Type of Service | Land Sales |
| | Comments: | |

BID #13015 Commercial Real Estate Broker

INSURANCE REQUIREMENTS

The Contractor agrees to provide and maintain at all times during the term of any agreement resulting from this bid, or for such longer periods as may be required, without cost or expense to the City of Deltona, policies of insurance insuring the Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Contractor under the terms and provisions of this agreement. The awarded vendor shall secure and maintain, at its sole cost and expense during the contract term, the following minimum insurance coverage:

Commercial General Liability – Shall have minimum limits of \$100,000 Per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or completed Operations, and a Contractual Liability Endorsement.

Workers Compensation – Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident.

Requirements for Contractors that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below: Incorporated or unincorporated Contractors with one or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.

The City reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the insurance referenced above. A certificate of insurance indicating that the Bidder has coverage in accordance with the requirements herein set forth shall be furnished prior to the execution of the contract and annually upon renewal thereafter. **The Bidder shall either cover any sub-Contractors on its policy or require the sub-Contractors to conform to all requirements for insurance contained herein.**

Bidder agrees that City will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City Representative. Bidder agrees that the insurer shall waive its rights of subrogation, if any, against the City on Commercial General Liability and Workers Compensation.

All questions are to be directed, in writing, to Kate Krauss, Purchasing Manager at kkrauss@ci.deltona.fl.us or faxed to (386) 878-8571 seven calendar days prior to due date in order to issue an addenda. Please do not call to ask questions that need to be addressed through an addendum. There is no guarantee that your call will be returned due to the volume of calls that would be received on this type of project.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the BID #13015 Commercial Real Estate Broker

City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR a member of the Purchasing staff regarding this Request for Proposals or their response at any time during the BID process. Any such contact shall be cause for rejection of your submittal. The BID process is not complete until an award is made.

The City reserves the right to reject any or all submittals, to waive informalities in the submittals and to re-advertise for submittals.

The City also reserves the right to separately accept or reject any item or items of a response and to award and/or negotiate a contract in the best interest of the City.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Coldwell Banker Commercial Coast Realty

(Name of Business)

- 1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2 Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
- 6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[Handwritten Signature]
Bidder's Signature

7/9/13
Date

NOTARY PUBLIC
My Commission Expires:



Beth Norman
Notary Public
State of Florida
MY COMMISSION # EE 883791
Expires: March 13, 2017

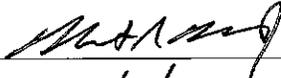
State of Florida County of Brevard
Subscribed and sworn before me on 7/9/13
[Handwritten Signature]
(Notary Signature)

**LOBBYING AND CONFLICT OF INTEREST CLAUSE
ETHICS CLAUSE**

“

Coldwell Banker Commercial Coast Realty

“ Robert S Kellar Jr. warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former City officer or employee or any City officer or employee For breach or violation of this provision the City may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former City officer or employee”.

Signature 

Date: 7/9/13

STATE OF: Florida CITY OF: Locoa Beach

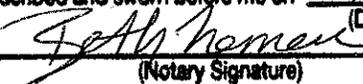
Subscribed and sworn to (or affirmed) before me on (date) by (name of affiant). He/She is personally known to me or has produced as identification. (type of identification)

Robert Kellar JR, 7/9/13,
FLDL # K460-777-54-208-0

NOTARY PUBLIC

My commission expires:

END BID

State of Florida County of Brevard
Subscribed and sworn before me on 7/9/13

(Date)
(Notary Signature)



Beth Norman
Notary Public
State of Florida
MY COMMISSION # EE 883791
Expires: March 13, 2017

BID FORM
BID #13015 COMMERCIAL REAL ESTATE BROKER

Bid the percentage Commission to be charged to the City:

4.5 %



Signature of Commercial Real Estate Broker

7/9/2013

Date

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AC#5986772

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

SEQ# L12021900122

| DATE | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 02/19/2012 | 118128720 | CQ1000744 |

The CORPORATION
Named below HAS REGISTERED
Under the provisions of Chapter 475 FS.
Expiration date: MAR 31, 2014

COAST REALTY OF EAST FLORIDA INC
COLDWELL BANKER COMMERCIAL COAST REALTY
5535 S WILLIAMSON BLVD SUITE 724
PORT ORANGE FL 32128

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC#5986716

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

SEQ# L12021900066

| DATE | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 02/19/2012 | 118128705 | BK3002138 |

The BROKER
Named below IS LICENSED
Under the provisions of Chapter 475 FS.
Expiration date: MAR 31, 2014

KELLAR, ROBERT STANLEY JR M
2021 COUNTRY CLUB DR
DAYTONA BCH FL 32128

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

Licensee

Name: **KELLAR, ROBERT STANLEY JR M** License Number: **3002138**
Rank: **Real Estate Broker** License Expiration Date: **03/31/2014**
Primary Status: **Current** Original License Date: **07/25/1988**
Secondary Status: **Active**

Related License Information

| License Number | Status | Related Party | Relationship Type | Relation Effective Date | Rank | Expiration Date |
|----------------|-----------------|----------------------------------|-------------------|-------------------------|-------------------------|-----------------|
| 1000744 | Current, Active | COAST REALTY OF EAST FLORIDA INC | Qualifying Broker | 10/25/1994 | Real Estate Corporation | 03/31/2014 |

Page 1 of 1

Printer Friendly**Related License Search**

License Type

First Name Last Name

License Number

Expiration Date

From To

1940 North Monroe Street, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850 487 1395

The State of Florida is an AA/EEO employer [Copyright 2007-2010 State of Florida, Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

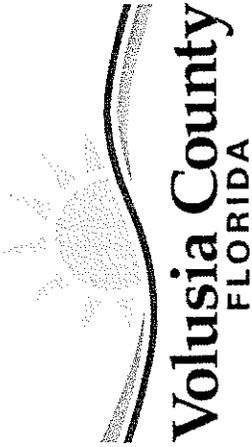
2012/2013

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
 Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938

Receipt # 199411030037 Expires: September 30, 2013
 Business Location: 5535 S WILLIAMSON BLVD STE:724

Business Name: COLDWELL BANKER COMMERCIAL COAS
 Owner Name: COAST REALTY OF EAST FLORIDA INC
 Mailing Address: 5535 S WILLIAMSON BLVD STE:724
 PORT ORANGE, FL 32128



| BUSINESS TYPE | CODE | COUNT | TAX |
|--------------------------------|------|-------|---------|
| Business Service State Lic Req | 472 | 2 | \$22.00 |

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

City of Port Orange Business Tax Receipt



COLDWELL BANKER CMRCL COAST RL
5535 S WILLIAMSON BLVD 724

PORT ORANGE FL 32128-7370

ISSUE DATE: August 17, 2012

EXPIRATION DATE: September 30, 2013

OWNER NAME: COAST REALTY OF EAST FL INC
BUSINESS ADDRESS: 5535 S WILLIAMSON BLVD 724

BUSINESS TAX NUMBER: 13-00021340
CLASSIFICATION: REAL ESTATE-BROKER COMMERCIAL
STATE LICENSE NUMBER: CQ1000744 03/31/14
(If Applicable)

TOTAL PAID: \$50.00

COMMENTS:

RESTRICTIONS:

THIS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

THIS RECEIPT REPRESENTS A BUSINESS TAX ONLY. IT IS NOT A COMPETENCY CARD AND IS NOT MEANT TO BE A CERTIFICATE OF THE HOLDER'S ABILITY TO PERFORM THE SERVICE IN WHICH HE OR SHE IS LICENSED. THE ISSUANCE OF THIS BUSINESS TAX DOES NOT CONSTITUTE A PERMIT TO ACT IN VIOLATION OF ANY CITY CODES, REGULATIONS OR ORDINANCES.

| | |
|--|---|
| <p>Submit BID to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p> | <p>BID # 13015</p> <p>COMMERCIAL REAL ESTATE BROKER SERVICES</p> |
| <p><u>Contact:</u></p> <p>Kate Krauss, Purchasing Manager Phone: (386) 878-8100 Fax: (386) 878-8571</p> | <p>BIDDERS NAME: <u>Robert S Kellar Jr</u> <u>Coldwell Banker Commercial Coast Realty</u></p> |
| <p><u>Responses Due Date & Time:</u> THURSDAY, JULY 11, 2013 AT 2:00 P.M.</p> | <p>MAILING ADDRESS: _____</p> |
| <p><u>Location of Public Opening:</u> City of Deltona, 2nd Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p> | <p><u>5535 S. Williamson Blvd. Suite 724</u> <u>Port Orange, FL 32128</u> Phone#: <u>386-763-3323</u></p> |

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

These documents constitute the complete set of terms and conditions, specification requirements, and forms Bidders shall complete and submit the additional required information together with the forms herein in a binder and in the order as they are requested. All responses shall be submitted in a sealed envelope. The face of the envelope shall contain Company's name, return address, the due date and time, the BID# and title. Companies shall submit **three typed copies and one unbound original (please do not use three ring binders)** of their response, complete with all supporting documentation. SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES AN OFFER BY THE COMPANY SUBMITTING RESPONSE. BID responses which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective Bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the Purchasing staff regarding this Request for Proposals or their response at any time during the BID process. Any such contact shall be cause for rejection of your response. The BID/RFQ process is not complete until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: BID must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidders in contractual obligations. Responses must be typed or legibly printed in ink. Use of erasable ink is not permitted. The original bid conditions and specifications cannot be changed or altered in any way. Altered BID's will not be considered. Clarification of BID's submitted shall be in letter form, signed by bidders and attached to the BID.

BID #13015 Commercial Real Estate Broker

BIDDER INFORMATION: Firms shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the BID Information Sheet, whichever part applies, and include with their submittal

JOINT VENTURES: Responses submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Request for Proposals

NO RESPONSE: If not submitting a BID response, respond by returning only the Statement of No Response, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the bidders name from the mailing list

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The response time and place shall be scrupulously observed. Under no circumstances shall submittals delivered after the time specified be considered; such Submittals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serves as the official authority to determine lateness of any response. It is the Bidders sole responsibility to assure that his/her response is complete and delivered at the proper time and place of the BID opening. Submittals which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope

Persons with disabilities needing assistance to participate in the Public BID Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-878-2100

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidders. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, proposed prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDERS'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidders total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidders total offer will be corrected accordingly. BID's having erasures or corrections must be initialed in ink by the Bidders

AWARD TERM: The award is until the property is sold.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Bidders' Federal Employer Identification Number (F.E.I.N.)

BID #13015 Commercial Real Estate Broker

- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the BID Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this request if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Documents are the only conditions applicable to this BID and the Bidders authorized signature on the BID Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the BID Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Submittals; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the BID Documents shall be requested in writing (facsimile transmission acceptable (386) 878-8571, and received by the City at least seven (7) calendar days prior to the BID Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the BID. Therefore, oral statements given before the BID opening will not be binding. Any interpretation of, or changes to, the BID will be made in the form of a written Addendum to the BID and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their response.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to BID Documents, in the form of a written addendum. Should revisions to the BID Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addenda are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain BID Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a BID holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your BID to be rejected as non-responsive if you have failed to submit a BID without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Bidder who disputes the BID selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their BID the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more BID's which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a BID received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the City's Purchasing Manual shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all Submittals, or waive any minor

BID #13015 Commercial Real Estate Broker

irregularity or technicality in Submittals received, award or eliminate any portion of the response, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this BID and all provisions of the successful firm's submittal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this BID prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the BID prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a BID, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Request for Proposals and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her response meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of the BID opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product proposed, and capable of producing or providing the items proposed, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one response from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all Submittals will be rejected if there is reason to believe that collusion exists between Bidders. BID's in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a BID expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, BID's become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the BID, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

BID's may be reviewed at City Hall, 2345 Providence Blvd, Deltona, FL 32725

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals. Bidders should prepare their responses and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all Submittals and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the response of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

BID#13015
COMMERCIAL REAL ESTATE BROKER

SCOPE OF SERVICES

Commercial Real Estate Broker Services – The City of Deltona is requesting from qualified, licensed Commercial Real Estate Brokers, your commission fee to sell its property known as Dupont Lakes Park which is a 12 acre park located at 2681 Elkcam Boulevard, Deltona, Florida 32738.

Typical services may include up to, but not be limited to the following:

- Advertising and listing property
- Handling of other customary activities and services associated with real estate transactions;
- Represent the City during all real estate transactions;
- All necessary interaction and coordination required to facilitate an efficient closing on behalf of the City;

Real Estate Professionals Qualifications – The successful bidders shall demonstrate and have at a minimum the following qualifications:

- Must be licensed and in good standing with the Florida Real Estate Commission;
- Must be in the primary business of performing commercial real estate professional services for a minimum of five (5) years in the local market;
- Must have an excellent reputation in the real estate community;
- Must be knowledgeable in the local (defined as within the legal boundaries of Volusia County) real estate market and have had experience with listing and representing owners in the sale of properties; and,
- Must be knowledgeable in the use of all public real estate records maintained by the Volusia County Property Appraiser

- 51* (ii) Seller does not authorize Broker to display the Property on the Internet.
 52 Seller understands and acknowledges that if Seller selects option (ii), consumers who conduct searches for listings
 53 on the Internet will not see information about the listed property in response to their search.
 54* _____/_____ Initials of Seller.
- 55 **E. Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are
 56 referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a prop-
 57 erty may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website may
 58 gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited
 59 below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.
 60* Seller does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to
 61 be displayed in immediate conjunction with the listing of this Property.
 62* Seller does not authorize third parties to write comments or reviews about the listing of the Property (or display a
 63 hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.
- 64 **F.** To the extent not in conflict with BROKER'S duties under paragraph 6 below, to furnish information requested by
 65 another agent or licensed real estate broker and to assist cooperating broker in closing transaction on the Property
 66 when requested.
- 67 **G.** To take all reasonable precautions to prevent damage in the process of showing Property or permitting others to
 68 show Property, but BROKER accepts no responsibility for loss or damage; and
- 69* **H.** To utilize not utilize the name of the OWNER in connection with marketing or advertising of the Property
 70 either before or after sale;
- 71 **I.** To represent the OWNER, and thereby is authorized to accept, receipt for and hold all monies paid or deposited as a
 72 binder or deposit on the purchase of the Property, and the duties of the BROKER relative thereto shall be in accordance
 73 with the laws of the State of Florida and regulations of the Florida Real Estate Commission; and
- 74 **3. OWNER agrees:**
- 75 **A.** To pay the BROKER compensation in accordance with the terms of this Agreement set forth in paragraph 4 below;
 76* **B.** To give BROKER permission to pay cooperating brokers, except when not in OWNER'S best interest: and to offer
 77* compensation in the amount of 2 % of the purchase price or \$ _____ - _____ to buyer's agents, who represent
 78* the interest of the buyers, and not the interest of OWNER in a transaction; and to offer compensation in the amount of
 79* 2 % of the purchase price or \$ _____ - _____ to a broker who has no brokerage relationship with the buyer or
 80* OWNER; and to offer compensation in the amount of 2 % of the purchase price or \$ _____ - _____ to trans-
 81* action brokers for the buyer; None of the above (if this is checked, the Property cannot be placed in the MLS.)
 82 **C.** In the event of an exchange, to permit BROKER to represent all parties and collect compensation or commissions from
 83 them. BROKER is authorized to pay other brokers such compensation or commissions in any manner acceptable to brokers.
 84 **D.** To pay compensation due BROKER if Property, or any interests therein is sold, leased or contracted to be sold or
 85* leased or otherwise transferred within 60 days after Termination Date to anyone to whom the Property was submit-
 86 ted by or through the efforts of any BROKER or the OWNER before the Termination Date. However, the obligation to
 87 pay such compensation to BROKER shall cease if a bona fide Exclusive Right of Sale Contract is entered into after
 88 Termination Date with another licensed BROKER and a sale, lease, exchange or contract therefor, of the Property is
 89 made during the term thereof;
- 90 **E.** To notify the BROKER in writing before leasing, mortgaging or otherwise encumbering the Property and to provide
 91 details of any such encumbrances;
- 92 **F.** To refer immediately to BROKER all inquiries relative to the purchase or leasing of the Property.
- 93 **G.** To warrant accuracy of information set forth herein and on the data sheets, exhibits and addenda attached hereto and
 94 to indemnify and save harmless BROKER and those relying thereon for damages resulting from errors contained therein;
- 95 **H.** To furnish BROKER with keys to the Property and make the Property available for BROKER to show during reasonable hours;
- 96 **I.** To pay any applicable sales tax when due;
- 97 **J.** To obtain any information relating to the present mortgage or mortgages on the Property including existing balance,
 98 interest rate, monthly payment, balance in escrow and payoff amount;
- 99 **K.** To authorize BROKER to place "For Sale", "Under Contract" OR "Sale Pending" signs upon the Property and to
 100 remove the signs upon termination of this Agreement or sale of the Property; and
- 101 **L.** To otherwise cooperate with the BROKER in carrying out the purpose of this Contract.
- 102 **M.** Provide all reasonable financial information, including but not limited to balance sheet, etc.
- 103 **4. Compensation:** OWNER agrees to pay BROKER as follows, including paying all taxes, if any, on BROKER'S services, if
 104 BROKER, any agent of BROKER or a Buyer's Broker procures a buyer who is ready, willing, and able to purchase, lease, or
 105 exchange the property, and/or inventory of the OWNER, and/or assets of the business whichever is applicable, on the terms
 106 of this Contract or any other terms acceptable to OWNER. The stated compensation shall be paid to the BROKER in the
 107 event of a sale, exchange, or transfer of any interest including stocks or shares in the Property during the term of this con-
 108 tract, whether such transaction, sale or exchange be accomplished by the BROKER or any other person or entity including
 109 OWNER: (complete whichever fee arrangements apply):

110* Seller (____)(____) and Broker/Sales Associate (____)(____) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.
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111* **A. (CHECK ONE):** 4.5 % of gross sales price, or _____% of gross sales price plus \$_____, or \$_____ including
 112 fees BROKER may pay to cooperating brokers. OWNER shall pay this fee at the time, and from the proceeds, of closing. If
 113* OWNER transfers the Property for nominal consideration, OWNER shall pay \$_____ on the date OWNER transfers title.

114 **B.** In the event the Property is leased during the term of this Agreement, OWNER shall pay to BROKER a leasing fee of
 115* \$____ - ____ or 4.5 % of gross lease amounts. The fee shall be paid to BROKER when BROKER, OWNER or anyone
 116 working by or through BROKER produces a tenant acceptable to OWNER. If the tenant purchases the Property at any
 117 time, even if such a purchase is subsequent to the expiration date of this Agreement, BROKER shall be paid the stated
 118 compensation set forth in Paragraph 4A at the time of closing.

119* **C.** In the event that deposit(s) be retained, 25 % thereof, but not exceeding the compensation provided above, shall
 120 be paid to the BROKER as full consideration for BROKER(s) services, including costs expended by BROKER, and the
 121 balance shall be paid to OWNER. If the transaction shall not be closed because of refusal or failure of OWNER to per-
 122 form, the OWNER shall pay the said compensation in full to BROKER upon demand.

123 **5.** OWNER understands that this Contract does not guarantee the sale of the Property but that it does assure OWNER
 124 that BROKER will make earnest and continued effort to sell the Property until this Contract is terminated.

125* **6. (CHECK ONE) OWNER** **DESIRES** **DOES NOT DESIRE UTILIZATION OF A LOCKBOX SYSTEM. IN THIS**
 126 **REGARD, OWNER HAS BEEN INFORMED THAT THROUGH THE USE OF A LOCKBOX SYSTEM, THE PROPERTY**
 127 **MAY BE MORE READILY SHOWN TO PROSPECTIVE BUYERS, BUT THAT PERSONAL PROPERTY OF OWNER,**
 128 **MAY, THEREFORE, BE MORE SUSCEPTIBLE TO THEFT OR DAMAGE. OWNER AGREES THAT THE LOCKBOX, IF**
 129 **UTILIZED, WILL BE FOR THE BENEFIT OF OWNER AND RELEASES BROKER AND THOSE WORKING BY OR**
 130 **THROUGH BROKER, AND THE BROKER(S) LOCAL BOARD(S) AND/OR ASSOCIATIONS OF REALTORS FROM ANY**
 131 **LIABILITY AND RESPONSIBILITY IN CONNECTION WITH ANY LOSS THAT MAY OCCUR. THE BROKER ADVISES**
 132 **AND REQUESTS THE OWNER TO SAFEGUARD OR REMOVE ANY VALUABLES NOW LOCATED ON THE PROPER-**
 133 **TY AND TO VERIFY THE EXISTENCE OF OR OBTAIN PROPER PROPERTY INSURANCE. SHOULD A TENANT BE IN**
 134 **THE PROPERTY, THE SELLER SHOULD NOTIFY THE TENANT IN WRITING OF THE USE OF A LOCKBOX.**

135 **7. OWNER authorizes BROKER,** upon execution of a contract for sale and purchase, to notify the Multiple Listing Service
 136 of the pending sale and after closing of the sale to disclose sale information including the sales price to the Multiple Listing
 137 Service, other REALTORS and appraisers.

138 **8.** In the event any litigation arises out of this Contract, the prevailing party shall be entitled to recover reasonable attorney
 139 fees and costs.

140 **9. TERMINATION:** This Contract shall terminate as of the Termination date unless sooner terminated as provided below:
 141 **A.** If OWNER decides, because of a bona fide change in circumstances, not to sell the Property, this Contract shall be
 142 conditionally terminated as of the date OWNER executes a Withdrawal Agreement and pays BROKER a cancellation fee
 143* of \$0. If OWNER contracts for sale to anyone after the agreed early termination date but on or before the original
 144 Termination Date, then the early termination provided by this paragraph shall be voidable by BROKER and OWNER shall
 145 pay BROKER the compensation stated in paragraph 4, less the cancellation fee paid pursuant to this paragraph.

146 **B.** If at any time during the term of this Contract, BROKER determines that the proceeds from the sale of the Property
 147 which OWNER would reasonably expect to receive will not be sufficient to pay the compensation due BROKER, then
 148 this Contract may be terminated by BROKER upon three days written notice to OWNER.

149 **10. MANDATORY ARBITRATION: ATTORNEYS' FEES:** All claims, disputes, and other matters in question between the parties
 150 arising out of or relating to this Contract, or any addendum or addition, SHALL BE DECIDED BY MANDATORY BINDING ARBITRA-
 151 TION in accordance with the Florida Arbitration Code, Chapter 682, Florida Statutes . Each party shall select any arbitrator and the
 152 two arbitrators so chosen shall choose a third arbitrator. The three arbitrators so chosen shall hear and determine the matter. THIS
 153 AGREEMENT TO ARBITRATE SHALL BE SPECIFICALLY ENFORCEABLE UNDER THE FLORIDA ARBITRATION CODE, and judg-
 154 ment upon the award rendered by the ARBITRATORS may be entered by the Court having jurisdiction thereof. In connection with
 155 any such arbitration or litigation, the prevailing party shall be entitled to recover all fees and costs incurred including reasonable attor-
 156 neys' fees. OWNER has been advised and consents to permit BROKER to file a lien against the Property, if applicable, for unpaid
 157 real estate commissions, pursuant to Section 475.42(1)(j), Florida Statutes, which lien shall be released only at such time as the full
 158 commission and all other sums due under this Agreement, including interest, attorneys fees and costs, have been paid in full.

159 **11. COMMERCIAL LIEN ACT DISCLOSURE:** The Florida Commercial Real Estate Sales Commission Lien Act provides that
 160 when a BROKER has earned a commission by performing licensed services under a brokerage agreement with you, the BROKER
 161 may claim a lien against your net sales proceeds for the BROKER'S commission. The BROKER'S lien rights under the act cannot be
 162 waived before the commission is earned.

163 **12. MISCELLANEOUS:** This Agreement is binding on BROKER's and OWNER's heirs, personal representatives, administrators,
 164 successors and assigns. BROKER may assign this Contract to another listing office. This Contract is the entire agreement between
 165 BROKER and OWNER. No prior or present agreements or representations shall be binding on BROKER or OWNER unless included

166* Seller (____)(____) and Broker/Sales Associate (____)(____) acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

167 in this Contract. Signatures, initials and modifications communicated by facsimile will be considered as originals. The term "buyer" as
168 used in this Contract includes buyers, tenants, exchangors, optionees and other categories of potential or actual transferees.

169* 13. ADDITIONAL TERMS _____
170* _____
171* _____
172* _____
173* _____
174* _____
175* _____

176* Date: _____ Seller: _____ Tax ID No: _____ (CA
Acting City Manager

177* Telephone #'s: Home _____ Work _____ Cell _____ Fax: _____

178* Address: _____ E-mail: _____

179* Date: _____ Seller: _____ Tax ID No: _____

180* Telephone #'s: Home _____ Work _____ Cell _____ Fax: _____

181* Address: _____ E-mail: _____

182* Date: _____ **Authorized Listing Associate or Broker:** _____

183* Brokerage Firm Name: _____ Coldwell Banker Commercial Coast Realty Telephone: _____ 386.763.3323
(print name)

184* Address: _____ 5535 S Williamson Blvd. Suite 724, Port Orange, FL 32128

185* _____
186 Signature of Seller _____ Signature of Seller _____

187* _____
188 Signature of Associate or Broker

189* Copy returned to Seller on the _____ day of _____, _____ by: personal delivery mail e-mail fax.

190* Seller (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.

